



Amendment No. 6  
to  
Agreement No. 9100 NG150000040  
for  
Social Services  
between  
**THE SAFE ALLIANCE**  
**DBA**  
**SAFE**  
and the  
**CITY OF AUSTIN**  
(Expect Respect)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred Eighty Three Thousand Three Hundred Seven dollars (\$183,307)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 494,760
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 29,685	\$ 524,445
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 524,445
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 8,042	\$ 532,487
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 4,471	\$ 536,958
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 183,307	\$720,265
Amendment No. 6: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 183,307	\$ 903,572

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/15/2019]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/15/2019]

**Exhibit B.2 -- Program Subgrantees is deleted in its entirety and replaced with a new Exhibit B.2 -- Program Subgrantees. [Revised 6/5/2019]**

**4.0 The following Terms and Conditions have been MODIFIED:**

**4.1.2.3** For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$183,307 (*One Hundred Eighty Three Thousand Three Hundred Seven dollars*).

**5.0 MBE/WBE goals were not established for this Agreement.**

**6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.**

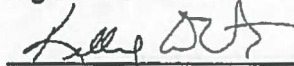
**7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.**

**8.0 All other Agreement terms and conditions remain the same.**

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



THE SAFE ALLIANCE DBA SAFE  
Kelly White, Chief Executive Officer  
P.O. Box 19454  
Austin, TX 78760

Date: 8/9/2019

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 8-27-19

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2020**Period Performance Start**  
10/1/2019**Period Performance End**  
9/30/2020**Outputs**

<b>OP #</b>	<b>Output Measure Description</b>	<b>Period Goal</b>		
		<b>City</b>	<b>Other</b>	<b>Total</b>
1	Total Number of Unduplicated Clients Served	239	472	711
2	Families served in case management, workshops, and events	60		60

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2020**Period Performance Start**  
10/1/2019**Period Performance End**  
9/30/2020**Outcomes**

<b>OC Item</b>	<b>Outcome Measure Description</b>	<b>Total Program Goal</b>
1 Num	Number of individuals who complete an educational program that improves their knowledge	205
1 Den	Number of individuals participating in the educational program	228
1 Rate	Percent of individuals who complete an educational program and demonstrate improved knowledge	89.91



**Program Budget and Narrative**

Program Start 10/1/2019

Program End 9/30/2020

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<b>Salary plus Benefits</b>	<b>\$115,986.00</b>	<b>\$690,127.00</b>	<b>\$806,113.00</b>
General Operations Expenses	\$4,930.00	\$182,935.00	\$187,865.00
Program Subgrantees	\$58,420.00	\$0.00	\$58,420.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$63,350.00</b>	<b>\$182,935.00</b>	<b>\$246,285.00</b>
Food and Beverages for Clients	\$971.00	\$0.00	\$971.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$3,000.00	\$0.00	\$3,000.00
<b>Direct Assistance SubTotal</b>	<b>\$3,971.00</b>	<b>\$0.00</b>	<b>\$3,971.00</b>
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$183,307.00</b>	<b>\$873,062.00</b>	<b>\$1,056,369.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes.

**General Op Expenses**

Local mileage, Program and General Office Supplies and Equipment, Copier and Printing Expenses.

**Program Subgrantees**

Salaries, benefits, retirement, and employment taxes associated with delivery of case management services and educational workshops/events on middle school campus/campuses where subcontractor services are provided

**Staff Travel****Conferences****Food and Beverage**

Snacks and beverages for youth clients

**Financial Assistance****Other Assistance**

Costs associated with clothing for kids with Expect Respect logo to be given out after completion of group session programming

**Capital Outlay**

## Program Subgrantees

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	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2020

### ***Subgrantee's Information***

#### ***Name***

Austin Voices for Education and Youth

#### ***Length of Term***

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$58,420.00

**Number of Clients to be Served:** 60

#### ***Services to be subcontracted***

Salaries, benefits, retirement, and employment taxes associated with delivery of case management services and educational workshops/events on middle school campus/campuses where services are provided



Amendment No. 5  
to  
Agreement No. NG150000040  
for  
Social Services  
between  
**THE SAFE ALLIANCE**  
**DBA**  
**SAFE**  
and the  
**CITY OF AUSTIN**  
(Expect Respect)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Hundred Eighty Three Thousand Three Hundred Seven dollars (\$183,307)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 494,760
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 29,685	\$ 524,445
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 524,445
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 8,042	\$ 532,487
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 4,471	\$ 536,958
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 183,307	\$720,265

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/7/2018]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/7/2018]

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 7/2/2018]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$183,307 (*One Hundred Eighty Three Thousand Three Hundred Seven dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

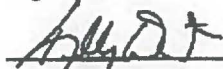
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



THE SAFE ALLIANCE DBA SAFE  
Kelly White, Chief Executive Officer  
P.O. Box 19454  
Austin, TX 78757

Date:

7/23/18

CITY OF AUSTIN

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date:

08/17/18

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2019**Period Performance Start**  
10/1/2018**Period Performance End**  
9/30/2019**Outputs**

<b>OP #</b>	<b>Output Measure Description</b>	<b>Period Goal</b>		
		<b>City</b>	<b>Other</b>	<b>Total</b>
1	Total Number of Unduplicated Clients Served	239	472	711
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**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2019**Period Performance Start**  
10/1/2018**Period Performance End**  
9/30/2019**Outcomes**

<b>OC Item</b>	<b>Outcome Measure Description</b>	<b>Total Program Goal</b>
1 Num	Number of individuals who complete an educational program that improves their knowledge	205
1 Den	Number of individuals participating in the educational program	228
1 Rate	Percent of individuals who complete an educational program and demonstrate improved knowledge	89.91



**Program Budget and Narrative**

Program Start 10/1/2018  
Program End 9/30/2019

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$115,986.00</b>	<b>\$690,127.00</b>	<b>\$806,113.00</b>
General Operations Expenses	\$4,930.00	\$182,935.00	\$187,865.00
Program Subgrantees	\$58,420.00	\$0.00	\$58,420.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$63,350.00</b>	<b>\$182,935.00</b>	<b>\$246,285.00</b>
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Other Assistance	Please Specify	Please Specify	Please Specify
<b>Other Assistance Amount</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$3,000.00</b>
<b>Direct Assistance SubTotal</b>	<b>\$3,971.00</b>	<b>\$0.00</b>	<b>\$3,971.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$183,307.00</b>	<b>\$873,062.00</b>	<b>\$1,056,369.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes.

**General Op Expenses**

Local mileage, Program and General Office Supplies and Equipment, Copier and Printing Expenses.

**Program Subgrantees**

Salaries, benefits, retirement, and employment taxes associated with delivery of case management services and educational workshops/events on middle school campus/campuses where subcontractor services are provided

**Staff Travel****Conferences****Food and Beverage**

Snacks and beverages for youth clients

**Financial Assistance****Other Assistance**

Costs associated with clothing for kids with Expect Respect logo to be given out after completion of group session programming

**Capital Outlay**

## Program Subgrantees

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	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2019

### Subgrantee's Information

#### **Name**

Austin Voices for Education and Youth

#### **Length of Term**

**Start Date** 10/1/2018

**End Date** 9/30/2019

**City of Austin Funded Amount** \$58,420.00

**Number of Clients to be Served:** 60

#### **Services to be subcontracted**

Salaries, benefits, retirement, and employment taxes associated with delivery of case management services and educational workshops/events on middle school campus/campuses where services are provided



Amendment No. 4  
to  
Agreement No. NG150000040  
for  
Social Services  
between  
**THE SAFE ALLIANCE**  
**DBA**  
**SAFE**  
and the  
**CITY OF AUSTIN**  
(Expect Respect)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Four Thousand Four Hundred Seventy One dollars (\$4,471)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 494,760
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 29,685	\$ 524,445
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 524,445
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 8,042	\$ 532,487
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 4,471	\$ 536,958

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 2/20/2018]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/22/2018]

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 1/19/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is \$536,958 (*Five Hundred Thirty Six Thousand Nine Hundred Fifty Eight dollars*), and \$183,307 (*One Hundred Eighty Three Thousand Three Hundred Seven dollars*) per 12 month extension option, for a total Agreement amount of \$1,086,879. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$183,307 (*One Hundred Eighty Three Thousand Three Hundred Seven dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**


Signature:

  
\_\_\_\_\_  
THE SAFE ALLIANCE DBA SAFE  
Kelly White, Chief Executive Officer  
P.O. Box 19454  
Austin, TX 78757

Date: 2/27/2018

**CITY OF AUSTIN**

Signature:

  
\_\_\_\_\_  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 03/29/18



## ***Program Work Statement***

*Contract Start Date*

9/1/2015

*Contract End Date*

9/30/2018

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### ***Program Goals And Objectives***

The Expect Respect Program is a collaborative with Austin Voices for Education and Youth (AVEY) in cooperation with Austin Independent School District (AISD) to prevent problems resulting from children's exposure to violence. Expect Respect is specifically designed for youth exposed to violence, many of whom would otherwise not access services. Project goals include increasing safety, support and skills for healthy relationships among vulnerable youth through school-based counseling and curriculum-based support groups in elementary, middle and high schools.

In addition to identifying and serving youth exposed to violence, project objectives include engaging vulnerable Adults and Families. Through this agreement, AVEY increases their capacity to serve families experiencing violence and abuse through school-based Family Resource Centers (FRCs). FRCs provide Safety Net/Infrastructure Services. Further, the project increases opportunities for Enrichment for families and for youth ages 14-17 through the Expect Respect Leadership Academy offered in cooperation with the Travis County/City of Austin Work-based Learning /Summer Youth Employment Program (WBL/SYEP)

### ***Program Clients Served***

The target population consists of youth exposed to violence and their families in two communities with documented high rates of family violence and high levels of need as reported by AISD school administrators and counselors; (1) the Eastside Memorial High School feeder pattern, including Martin Middle School, and two high need elementary schools which is selected in consultation with Austin ISD Learning Support Services and (2) the Lanier High School feeder pattern, including Burnet Middle School and two high need elementary schools to be similarly selected. Eligible youth has been exposed to violence including domestic violence and/or sexual assault. Clients are eligible for services based on the fact that they have been exposed to violence. The client population includes victims of violence, thus The SAFE Alliance and project partners are exempt from obtaining client proof of identity, residency or income. Documenting this type of information could pose significant risk of harm to youth and families participating in the program's services.

### ***Program Services And Delivery***

The project is school-based to ensure easy access in a non-stigmatizing environment and includes the following program strategies: (1) Expect Respect Support Groups and Counseling: Middle and High School students participate in a 24-session, curriculum-based, separate gender, group intervention. Elementary school students participate in a 10-session, mixed gender, group intervention. All students have access to individual counseling sessions for crisis intervention and safety planning. (2) Family Resource Centers at Burnet and Martin Middle Schools: Parents and Caregivers participate in needs assessment and intensive case management to increase safety and self-sufficiency. In addition, parent workshops and events are offered to increase knowledge and skills. (3) Expect Respect Leadership Academy: Youth ages 14-17 build leadership and job readiness skills in a 5-week enrichment program offered at The SAFE Alliance in cooperation with the City of Austin/Travis County Work-based Learning/Summer Youth Employment Program. These combined strategies reduce problem behavior and increase self-sufficiency by providing accessible services for youth, stabilization of families, and youth leadership development and job readiness skills.

Youth Program Quality: a. Minimum Standard Operating Procedures are maintained by The SAFE Alliance for its summer and afterschool programs. The Procedures are submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval are provided to the City for review and approval within 10 business days of the change. b. The SAFE Alliance works to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City.

### ***System for Collecting and Reporting Program Data***

Expect Respect counselors collect information during intake sessions with each youth participating in counseling or support groups. Subsequently, individual and group logs are used to document attendance at individual and group sessions. Paper copies of intakes and service logs are stored in a file at The SAFE Alliance and entered by Expect Respect Program staff electronically into a comprehensive, online database (Apricot) on a weekly basis. Apricot is used to track, maintain and analyze data including race/ethnicity, city, age, and exposure to violence as well as individual and group session attendance. Income level is not assessed and is not a prerequisite to accessing services.

*Created 4/15/2015 6:19:00 PM**Last Modified, If Applicable 2/20/2018 11:50:00 AM*



## ***Program Work Statement***

*Contract Start Date*

9/1/2015

*Contract End Date*

9/30/2018

Youth participating in the Expect Respect Leadership Academy complete registration paperwork with WBL/SYEP. Expect Respect tracks their attendance during regularly scheduled work hours through Apricot and uses Apricot to create reports for staff, funders and Board of Directors.

Families participating in case management services through the FRCs provide data during intake sessions that is entered into the Integrated Case Management Database by FRC social workers.

AVEY report outputs and outcomes directly from the Integrated Case Management Database on a monthly basis.

Additionally, families participating in educational workshops and events are tracked through sign-in sheets. These individuals are not counted as unduplicated clients for the purpose of this grant and therefore are not included in our projected number of unduplicated clients. The Expect Respect Program Director, in collaboration with the Chief Quality Officer and Information Systems staff, is responsible for reporting all data in a timely manner.

As mandated by the federal Violence Against Women Act (VAWA) and HUD guidance, victim service providers cannot enter data directly into HMIS, and must use a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on this data.

### ***Performance Evaluation***

All unduplicated clients are asked to complete pre and post surveys to assess changes in knowledge, attitudes and behaviors as a result of participating in services. For the purpose of this grant, reports include the number of individuals who complete an educational program that improves their knowledge. This is the required outcome that best fits the services provided including: counseling and support groups, case management, and Youth Leadership Academy. Some clients are not able to complete pre and post surveys if they are in crisis or if they move away before completing a post survey. Every effort is made to collect pre and post surveys for all clients. Individuals participating in educational workshops and events hosted by AVEY may be invited to complete feedback forms following each activity. Surveys and feedback forms are developed and/or adapted for each specific target population. The Expect Respect Program enters pre and post survey data into Apricot on a monthly basis for analysis and reporting. AVEY reports outputs and outcomes directly from the Integrated Case Management Database on a monthly basis.

### ***Quality Improvement***

Expect Respect collects feedback from people who participate in services including youth, parents, and school personnel to assess satisfaction, concerns and needs for additional services. The Expect Respect Counseling Manager provides weekly individual and group supervision for program counselors. A monthly Expect Respect Team meeting increases coordination and communication among program staff. Staff are encouraged to seek out professional development opportunities, some of which are sponsored by The SAFE Alliance throughout the year. By working to develop and retain excellent staff, staff expertise is built. Students in middle and high school who receive an intake session are provided contact information for providing feedback or making complaints about their counselor or the services they receive.

### ***Service Coordination with Other Agencies***

Expect Respect provides specialized, school-based services that address the needs of youth who have been exposed to violence and abuse. The program works closely with school personnel including campus-based Child Study Teams, district-level social service specialists, Communities in Schools and other service providers to coordinate referrals and service delivery. Expect Respect staff receive referrals from school personnel including teachers, counselors, school resource officers, and others and assist school personnel in increasing safety and support for vulnerable students. Cooperation also occurs with other agencies providing school-based services including the Anti-Defamation League's No Place for Hate Program, Council on At-risk Youth, LifeWorks, ACGC, in the form of referrals, service coordination, and cross-training.

### ***Service Collaboration with Other Agencies***

Expect Respect has formal collaborative relationships with AISD, Manor ISD (MISD), Communities in Schools and Creative Action. The SAFE Alliance provides school-based services in AISD and MISD, partner with Communities in Schools to identify students and coordinate services, and collaborate with Creative Action to direct the Changing Lives Youth Theatre Ensemble.

*Created 4/15/2015 6:19:00 PM**Last Modified, If Applicable 2/20/2018 11:50:00 AM*



## ***Program Work Statement***

***Contract Start Date***

9/1/2015

***Contract End Date***

9/30/2018

Through this project, Expect Respect has a formal partnership with AVEY to identify and serve youth and families experiencing domestic and/or sexual violence through FRCs located at Martin and Burnet Middle Schools. Families experiencing domestic violence that are served by the FRCs are referred to The SAFE Alliance for shelter, legal services, counseling and other needs. Children in the home are referred to Expect Respect for school-based counseling and support groups. Likewise, children referred to Expect Respect by school personnel or other sources, are referred to the FRCs so that their parents can be connected to needed services. Expect Respect and FRC staff work together to meet the needs of the whole family and to engage increased numbers of families in workshops and events promoting safe and healthy relationships.

### ***Community Planning Activities***

Expect Respect and AVEY participate in the Youth Services Mapping System, a resource for schools and parents and a tool for understanding the needs of youth throughout Austin. Expect Respect program staff take leadership roles in several community planning activities including the Children and Youth Mental Health Planning Partnership, the AISD School Health Advisory Council, the Travis County Family Violence Task Force and the Ready by 21 Coalition. Expect Respect staff are regular participants at the AISD Interagency Council Meeting and at other local trainings and events addressing youth issues.

## Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018	Total	
<b>Salary plus Benefits</b>	<b>\$112,465.00</b>	<b>\$115,986.00</b>	<b>\$115,986.00</b>	<b>\$344,437.00</b>	
General Operations Expenses	\$3,930.00	\$4,430.00	\$4,930.00	\$13,290.00	
Program Subgrantees	\$58,420.00	\$58,420.00	\$58,420.00	\$175,260.00	
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	
Conferences	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Operations SubTotal</b>	<b>\$62,350.00</b>	<b>\$62,850.00</b>	<b>\$63,350.00</b>	<b>\$188,550.00</b>	
Food and Beverages for Clients	\$0.00	\$0.00	\$971.00	\$971.00	
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00	\$0.00	
Other Assistance Amount	\$0.00	\$0.00	\$3,000.00	\$3,000.00	
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,971.00</b>	<b>\$3,971.00</b>	
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$174,815.00</b>	<b>\$178,836.00</b>	<b>\$183,307.00</b>	<b>\$536,958.00</b>	
Total Period Percentage	32.56	33.31	34.14		

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the Expect Respect program.

#### General Op Expenses

Local mileage, Program and General Office Supplies; Copier expenses; Printing costs; contract for ROPES Leadership Workshop for students participating in Expect Respect Summer Youth Leadership Academy

#### Program Subgrantees

Salaries, employer paid benefits and employment taxes associated with delivery of case management services and educational workshops/events on middle school campuses where subcontractor services are provided

#### Staff Travel

#### Conferences

#### Food and Beverage

Snacks and beverages for youth clients

#### Financial Assistance

#### Other Assistance

Costs associated with clothing for kids with Expect Respect logo to be given out after completion of group session programming

#### Capital Outlay

**Program Subgrantees**

	<b>Period</b>			<b>Contract Term</b>
	<b>1</b>	<b>2</b>	<b>3</b>	
<b>Start Date</b>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<b>End Date</b>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

**Subgrantee's Information****Name**

Austin Voices for Education and Youth

<b>Unduplicated Count</b>	30	30	60	120
<b>Amount</b>	\$25,230.00	\$25,230.00	\$58,420.00	\$108,880.00

**Length of Term****Start Date** 10/1/2015**End Date** 9/30/2018**Services to be subcontracted**

Salaries, benefits, retirement, and employment taxes associated with delivery of case management services and educational workshops/events on middle school campus/campuses where services are provided

**Program Subgrantees**

	<b>Period</b>			<b>Contract</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>Term</b>
<b>Start Date</b>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<b>End Date</b>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

**Subgrantee's Information****Name**

The Austin Project

<b>Unduplicated Count</b>	30	30	0	60
<b>Amount</b>	\$33,190.00	\$33,190.00	\$0.00	\$66,380.00

**Length of Term****Start Date** 10/1/2015**End Date** 9/30/2017**Services to be subcontracted**

Salaries, benefits, retirement, and employment taxes associated with delivery of case management and educational workshops/events on middle school campus/campuses where services are provided



Amendment No. 3  
to  
Contract No. NG150000040  
for  
Social Services  
between  
**THE SAFE ALLIANCE**  
**DBA**  
**SAFE**  
and the  
**CITY OF AUSTIN**  
(Expect Respect)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Eight Thousand and Forty Two dollars (\$8,042)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 494,760
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 29,685	\$ 524,445
Amendment No. 2: Change to Vendor Name	\$ 0	\$ 524,445
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 8,042	\$ 532,487

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/23/2017]

**Exhibit E – Business Associate Agreement** is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.



Section 4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$532,487 (Five Hundred Thirty Two Thousand Four Hundred Eighty Seven dollars)**, and \$178,836 (*One Hundred Seventy Eight Thousand Eight Hundred Thirty Six dollars*) per 12 month extension option, for a total Agreement amount of \$1,068,995. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$178,836 (*One Hundred Seventy Eight Thousand Eight Hundred Thirty Six dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$178,836 (*One Hundred Seventy Eight Thousand Eight Hundred Thirty Six dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.



Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space

9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.



Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

**5.0** The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.


8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

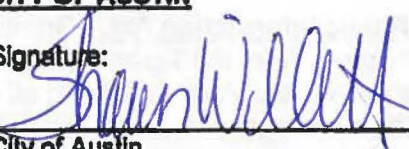
Signature:

  
\_\_\_\_\_  
THE SAFE ALLIANCE DBA SAFE  
Kelly White, Chief Executive Officer  
P.O. Box 19454  
Austin, TX 78757

Date: 3/13/17

**CITY OF AUSTIN**

Signature:

  
\_\_\_\_\_  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 4/19/17

**Program Budget and Narrative**

	<b>1</b>	<b>Period 2</b>	<b>3</b>	<b>Contract Start Contract End</b>	<b>9/1/2015 9/30/2018</b>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>	<b>Total</b>	
<i>Salary plus Benefits</i>	<b>\$112,465.00</b>	<b>\$115,986.00</b>	<b>\$115,986.00</b>	<b>\$344,437.00</b>	
<i>General Operations Expenses</i>	<b>\$3,930.00</b>	<b>\$4,430.00</b>	<b>\$4,430.00</b>	<b>\$12,790.00</b>	
<i>Program Subcontractors</i>	<b>\$58,420.00</b>	<b>\$58,420.00</b>	<b>\$58,420.00</b>	<b>\$175,260.00</b>	
<i>Staff Travel</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Conferences</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Operations SubTotal</i>	<b>\$62,350.00</b>	<b>\$62,850.00</b>	<b>\$62,850.00</b>	<b>\$188,050.00</b>	
<i>Food and Beverages for Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Financial Direct Assistance to Clients</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Other Assistance Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$174,815.00</b>	<b>\$178,836.00</b>	<b>\$178,836.00</b>	<b>\$532,487.00</b>	
<i>Total Period Percentage</i>	<b>32.83</b>	<b>33.59</b>	<b>33.59</b>		

**Detailed Budget Narrative**

<b>Salaries plus Benefits</b>	<i>Salaries, benefits, retirement, and employment taxes.</i>
<b>General Op Expenses</b>	<i>Local mileage, Program and General Office Supplies and Equipment, Copier and Printing Expenses,</i>
<b>Program Subcontractors</b>	<i>Salaries, benefits, retirement, and employment taxes associated with delivery of case management services and educational workshops/events on middle school campus/campuses where subcontractor services are provided</i>
<b>Staff Travel</b>	<i>Not applicable.</i>
<b>Conferences</b>	<i>Not applicable.</i>
<b>Food and Beverage</b>	<i>Not applicable.</i>
<b>Financial Assistance</b>	<i>Not applicable.</i>
<b>Other Assistance</b>	<i>Not applicable.</i>
<b>Capital Outlay</b>	<i>Not applicable.</i>



## **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### **RECITALS**

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of



this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
  6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
  7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
  13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.
  - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. § 164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.



10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
  2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
  3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.



5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 2  
to  
Contract No. NG150000040  
for  
Social Services  
Between  
Travis County Domestic Violence and Sexual Assault Survival Center  
dba SAFEPLACE  
and the  
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	Travis County Domestic Violence and Sexual Assault Survival Center dba SAFEPLACE	The SAFE Alliance dba SAFE
Vendor Code	CEN1049250	AUS0512000
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.



Linell Goodin-Brown  
Contract Compliance Supervisor  
City of Austin, Purchasing Office

2-13-17

Date

**CERTIFICATE OF MERGER  
FOR  
NONPROFIT CORPORATIONS**

FINAL  
**FILED**  
In the Office of the  
Secretary of State of Texas  
**DEC 22 2016**  
**Corporations Section**

Pursuant to Chapter 10 and Title 2 of the Texas Business Organizations Code, the undersigned parties submit this Certificate of Merger.

**ARTICLE I.  
PARTIES TO MERGER**

The name, organizational form, state of incorporation, and file number issued by the Secretary of State for each organization that is a party to the merger are as follows:

1. Party One. The SAFE Alliance, a nonprofit corporation organized under the laws of the State of Texas. The file number issued to the organization by the Secretary of State is 801603588. The organization's principal place of business is 1515 A Grove Blvd., Austin, Texas 78741. The organization will not survive the merger.

2. Party Two. Austin Children's Shelter, a nonprofit corporation organized under the laws of the State of Texas. The file number issued to the organization by the Secretary of State is 70487001. The organization's principal place of business is 1515 A Grove Blvd., Austin, Texas 78741. The organization will survive the merger. The plan of merger amends the name of the organization and the new name is "The SAFE Alliance."

3. Party Three. Travis County Domestic Violence and Sexual Assault Survival Center, a nonprofit corporation organized under the laws of the State of Texas. The file number issued to the organization by the Secretary of State is 42932801. The organization's principal place of business is 1515 A Grove Blvd., Austin, Texas 78741. The organization will survive the merger. The plan of merger amends the name of the organization and the new name is "The SAFE Alliance Facilities Holdings."

**ARTICLE II.  
ALTERNATIVE STATEMENTS**

In lieu of providing the plan of merger, each domestic nonprofit corporation certifies that:

1. A plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic or foreign nonprofit corporation that is named in this Certificate of Merger as a party to the merger or an organization created by the merger.

2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic or foreign nonprofit corporation to any member of any domestic nonprofit corporation that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic nonprofit corporations or non-code

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organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

3. The plan of merger effected an amendment and restatement of the certificate of formation of a surviving nonprofit corporation. The amendments being made and the name of the surviving entity restating its certificate of formation are set forth in the restated certificate of formation containing amendments attached hereto as Exhibit A.

4. The plan of merger effected amendments to the certificate of formation of a surviving nonprofit corporation. The amendments being made and the name of the surviving entity amending its certificate of formation are set forth in the certificate of amendment attached hereto as Exhibit B.

### **ARTICLE III. APPROVAL OF THE PLAN OF MERGER**

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

### **ARTICLE IV. EFFECTIVENESS OF FILING**

This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is January 1, 2017.

### **ARTICLE V. TAX CERTIFICATE**

In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

*[signature page follows]*

The undersigned sign this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certify that the statements contained herein are true and correct, and that the persons signing are authorized under the provisions of the Texas Business Organizations Code, or other law applicable to and governing each of the merging entities, to execute this filing instrument.

Date: 7th, 2016

THE SAFE ALLIANCE

By: Kelly White  
Name: Kelly White  
Title: Secretary

AUSTIN CHILDREN'S SHELTER

By: Kelly White  
Name: Kelly White  
Title: Secretary

TRAVIS COUNTY DOMESTIC VIOLENCE  
AND SEXUAL ASSAULT SURVIVAL CENTER

By: Kelly White  
Name: Kelly White  
Title: Secretary

**THIRD RESTATED CERTIFICATE OF FORMATION  
WITH NEW AMENDMENTS  
OF  
AUSTIN CHILDREN'S SHELTER  
(TO BE RENAMED THE SAFE ALLIANCE)**

1. The name of the filing entity is Austin Children's Shelter. Pursuant hereto, the name of the filing entity is to be changed to The SAFE Alliance.
2. The filing entity is a non-profit corporation.
3. The file number issued to the filing entity by the Secretary of State is 70487001.
4. The date of formation of the filing entity is May 16, 1984.
5. Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code (the "Code"). The amendments to the Certificate of Formation and the Third Restated Certificate of Formation have been approved in the manner required by the Code and by the governing documents of the filing entity.
6. The Third Restated Certificate of Formation, which is attached to this form as Exhibit A, accurately states the text of the Certificate of Formation being restated and each amendment to the Certificate of Formation being restated that is in effect, and as further amended by the Third Restated Certificate of Formation. The attached Third Restated Certificate of Formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Code applicable to the filing entity.
7. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is January 1, 2017.
8. The undersigned affirms that the person designated as registered agent in the Third Restated Certificate of Formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Dated Dec. 7<sup>th</sup>, 2016

AUSTIN CHILDREN'S SHELTER

By:

  
Kelly White, Chief Executive Officer

**EXHIBIT A**  
**THIRD RESTATED**  
**CERTIFICATE OF FORMATION**  
**OF**  
**THE SAFE ALLIANCE**

**Article I**

The filing entity being formed is a nonprofit corporation. The name of the entity is The SAFE Alliance (hereinafter, the "Corporation").

**Article II**

The business address of the registered office of the Corporation is 1515 A Grove Blvd., Austin, Texas 78760. The name of its registered agent is Wendie Abramson.

**Article III**

The Corporation is organized pursuant to the Texas Business Organizations Code (the "Code"). The Corporation is organized exclusively for charitable, religious, educational, and/or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. Specifically, but not limiting the foregoing, the purpose of the Corporation is to coordinate and enhance the work of victim/survivor nonprofit organizations in responding to and preventing child, domestic and sexual abuse in Travis County. The Corporation may not take action that is inconsistent with the requirements of tax-exemption under Section 501(c)(3) of the Internal Revenue Code..

**Article IV**

The Corporation will have no members.

**Article V**

The management of the affairs of the corporation is vested in its Board of Directors and such committees of the Board that the Board may, from time-to-time, establish. The number of directors constituting the initial Board of Directors shall be fixed or determined by, or in the manner provided in, the bylaws of the Corporation. The Bylaws will provide the qualifications, manner of selection, duties, terms and other matters relating to the Board of Directors. The names and addresses of the persons currently serving as directors are:



## Article VII

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

## Article VIII

Upon dissolution of the Corporation, after payment or provision for payment of the Corporation's liabilities has been made, the Corporation's remaining assets shall be distributed to one or more organizations that serve victims and survivors of sexual and domestic assault and child abuse and that are selected by majority vote of the Board of Directors, provided that each such organization is, at the time of such distribution, an organization exempt under Section 501(c)(3) of the Internal Revenue Code. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such eligible organization or organizations as said court shall determine.

## Article IX

To the maximum extent permitted by Chapter 8, Subchapter C of the Code, the Corporation shall indemnify any person who is or was a director of the Corporation against any and all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with a proceeding (as defined in Chapter 8, Subchapter C of the Code) because of that person's service or status as a director. Further, the Corporation shall pay or reimburse reasonable expenses incurred by a director who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by Chapter 8, Subchapter C of the Code; provided, however, that payment or reimbursement of expenses pursuant to the procedures set out in Section 8.104 of the Code may be conditioned upon a showing, satisfactory to the Board of Directors in its sole discretion, of the financial ability of the officer or director in question to make the repayment referred to in Section 8.104. The Corporation shall indemnify and advance expenses to any person who is or was an officer of the Corporation in the same manner and to the same extent as the Corporation indemnifies and advances expenses to any person who is or was a director of the Corporation. Further, the Corporation may indemnify, and may reimburse or advance expenses to or purchase and maintain insurance or any other

arrangement on behalf of, any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee, agent or similar functionary of another corporation, employee benefit plan, other enterprise, or other organization in connection with any liability asserted against such person because of such service or status, to such further extent, consistent with Chapter 8, Subchapter C of the Code and other applicable law, as the Board of Directors may from time to time determine. The provisions of this Article IX shall not be deemed exclusive of any other rights to which any such person may be entitled under any bylaw, agreement, insurance policy, or otherwise. No amendment, modification or repeal of this Article IX shall in any manner terminate, reduce or impair the right of any person to be indemnified by the Corporation in accordance with the provisions of this Article IX as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

#### Article X

A director of the Corporation shall not be liable to the Corporation for monetary damages for any act or omission in the director's capacity as a director, except that this Article X does not eliminate or limit the liability of a director for:

- (a) a breach of a director's duty of loyalty to the Corporation;
- (b) an act or omission not in good faith or that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (d) an act or omission for which the liability of a director is expressly provided by an applicable statute.

If the Code or any successor statutes are amended to authorize action further limiting or eliminating the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or amendment of such statutes or of the foregoing paragraph shall not adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or modification.

#### **Article XI**

Except as this Certificate otherwise provides, the Corporation has all the powers provided in the Code. Moreover, the Corporation has all implied powers necessary and proper to carry out its express powers. All amendments and changes to this Certificate must be approved by at least two-thirds of the directors present at a meeting where a quorum is present.

**CERTIFICATE OF AMENDMENT TO THE  
CERTIFICATE OF FORMATION OF  
TRAVIS COUNTY DOMESTIC VIOLENCE AND SEXUAL  
ASSAULT SURVIVAL CENTER**

1. The name of the filing entity is Travis County Domestic Violence and Sexual Assault Survival Center.
2. The filing entity is a domestic nonprofit corporation.
3. The file number issued to the filing entity by the Secretary of State is 42932801.
4. The date of formation of the entity is March 9, 1978.
5. The amendment changes the Certificate of Formation to change the article or provision that states the purpose of the filing entity. Article One is amended to read in its entirety as follows:

The name of the corporation is The SAFE Alliance Facilities Holdings.

6. The amendment changes the Certificate of Formation to change the article or provision that states the purpose of the filing entity. Article Four is amended to read in its entirety as follows:

Subject to the provisions of the Texas Business Organizations Code, the corporation is organized and shall be operated exclusively for educational, charitable and other purposes permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future United States Internal Revenue Law.

7. The amendment changes the Certificate of Formation to change the article or provision stating the name of the registered agent and registered office of the filing entity. Article Six is amended to read in its entirety as follows:

The street address of the registered office of the corporation is 1515 A Grove Boulevard, Austin, Texas 78741 and the name of its registered agent at that address is Wendie Abramson.

8. This amendment to the Certificate of Formation has been approved in the manner required by the Texas Business Organizations Code and the governing documents of the entity.



9. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is January 1, 2017.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Dated: Dec 7<sup>th</sup>, 2016.

TRAVIS COUNTY DOMESTIC  
VIOLENCE AND SEXUAL ASSAULT  
SURVIVAL CENTER

By: Kelly White

Name: Kelly White

Title: CEO & Secretary



Amendment No. 1  
to  
Contract No. NG150000040  
for  
Social Services  
between  
**TRAVIS COUNTY DOMESTIC VIOLENCE AND  
SEXUAL ASSAULT SURVIVAL CENTER**  
**DBA**  
**SAFEPLACE**  
and the  
**CITY OF AUSTIN**  
(Expect Respect)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Twenty Nine Thousand Six Hundred Eighty Five dollars (\$29,685)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 494,760
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 29,685	\$ 524,445

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/13/2016]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/13/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$524,445 (Five Hundred Twenty Four Thousand Four Hundred Forty Five dollars)**, and **\$174,815 (One Hundred Seventy Four Thousand Eight Hundred Fifteen dollars)** per twelve (12) month extension option, for a total Contract amount of \$1,048,890. Continuation of the

Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$174,815 (*One Hundred Seventy Four Thousand Eight Hundred Fifteen dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$174,815 (*One Hundred Seventy Four Thousand Eight Hundred Fifteen dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$174,815 (*One Hundred Seventy Four Thousand Eight Hundred Fifteen dollars*).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature: \_\_\_\_\_

TRAVIS COUNTY DOMESTIC VIOLENCE  
AND SEXUAL ASSAULT SURVIVAL  
CENTER DBA SAFEPLACE  
Melinda Cantu, Executive Director  
1515-A Grove Boulevard  
Austin, TX 78741

Date: \_\_\_\_\_

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

## Program Performance Measures

		Period			Contract Term
		1	2	3	
	Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		Period			Contract Term **
		1	2*	3*	
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	239	239	239	717
2	Families served in case management, workshops and events	60	60	60	180

Outcomes		Period			Contract Term **
		1	2*	3*	
ID	Outcome Measure Description				
	Number of individuals who complete an educational program that improves their knowledge	205	205	205	615
5A	Number of individuals participating in the educational program	228	228	228	684
	Percent of individuals who complete an educational program and demonstrate improved knowledge	89.91	89.91	89.91	89.91

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/15/2015 6:30:00 PM Last Modified, If Applicable: 4/13/2016 1:30:00 PM



## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		<b>Total</b>
Salary plus Benefits	\$112,465.00	\$112,465.00	\$112,465.00		<b>\$337,395.00</b>
General Operations Expenses	\$3,930.00	\$3,930.00	\$3,930.00		\$11,790.00
Program Subcontractors	\$58,420.00	\$58,420.00	\$58,420.00		\$175,260.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$62,350.00	\$62,350.00	\$62,350.00		<b>\$187,050.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
<b>Total</b>	<b>\$174,815.00</b>	<b>\$174,815.00</b>	<b>\$174,815.00</b>		<b>\$524,445.00</b>
Total Period Percentage	33.33	33.33	33.33		

### Detailed Budget Narrative

<b>Salaries plus Benefits</b>	Staff: Expect Respect Counselor (9), Expect Respect Facilitator (2), Expect Respect Counseling Manager, Expect Respect Prevention Manager, Expect Respect Evaluation Specialist, Expect Respect Program Director, and Managing Director Changing Lives. Benefits: Social Security, Medicare, Unemployment Insurance, Health, Dental, Life, Workers' Compensation Insurance, Retirement, Vision and Short Term Disability Insurance.
<b>General Op Expenses</b>	Local mileage, Program/General Office Supplies, Equipment less than \$5,000, Copier, and Printing.
<b>Program Subcontractors</b>	Two subcontractors' staff wages and fringe benefits costs associated with work on this program. See Program Subcontractors form for details.
<b>Staff Travel</b>	Not applicable.
<b>Conferences</b>	Not applicable.
<b>Food and Beverage</b>	Not applicable.
<b>Financial Assistance</b>	Not applicable.
<b>Other Assistance</b>	Not applicable.
<b>Capital Outlay</b>	Not applicable.

**Travis County Domestic Violence and Sexual Assault Survival Center d/b/a  
SafePlace**

Solicitation # EAD0116, City of Austin application for Self-Sufficiency Social Services

**Envelope 2--Application Documents  
Table of Contents**

1. Executive Summary.....	Pages 1A-2A
2. Application	
Part I: Program Overview and Strategy.....	Pages 1-23
Part II: Cost Effectiveness.....	Pages 23-25
Part III: Local Business Presence.....	Page 25
Part IV: Bonus Evaluation Points.....	Pages 26-28
3. Attachments	
A. Logic Model	
B. Grant monitoring reports	
C. Resumes/job descriptions of key personnel	
D. MOUs	
E. Healthy Service Environment Policies	
4. Offer Sheet	
5. Forms	
A. Section 0605 - Local Business Presence	
B. Section 0615 - Connection to Self-Sufficiency Goals and Life Continuum Categories	
C. Section 0640 - Program Performance Measures and Goals	
D. Section 0645 – Program Staff Positions and Time	
E. Section 0650 – Program Budget and Narrative	
F. Section 0655 – Program Funding Summary	
G. Section 0835 – Non-Resident Bidder Provisions	



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
REQUEST FOR APPLICATION (RFA)

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**SOLICITATION NO:** EAD0116

**DATE ISSUED:** 2/24/14

**COMMODITY CODE:** 95243

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

**Phone:** (512) 972-4017

**E-Mail:** [Erin.D'Vincent@austintexas.gov](mailto:Erin.D'Vincent@austintexas.gov)

Questions regarding the RFA shall be sent to  
[CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Self Sufficiency Social  
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**APPLICATION DUE PRIOR TO:** 4/24/14, 11 AM, local time

**APPLICATION CLOSING TIME AND DATE:** 4/24/14, 11 AM, local  
time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**All documents shall be submitted the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

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**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR  
FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**



I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: TRAVIS COUNTY DOMESTIC VIOLENCE SEXUAL ASSAULT SURVIVAL CENTER  
dba, SAFEPLACE

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: JULIA SPANN

Title: EXECUTIVE DIRECTOR

Signature of Officer or Authorized Representative: *Julia E. Spann*

E-Mail Address: jspann@SafePlace.org

Phone Number: 512-380-1556

\* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN**  
**THE CITY OF AUSTIN**  
**AND**  
**TRAVIS COUNTY DOMESTIC VIOLENCE AND**  
**SEXUAL ASSAULT SURVIVAL CENTER**  
**DBA**  
**SAFEPLACE**  
**FOR**  
**SOCIAL SERVICES**  
*(Expect Respect)*

**CONTRACT NO. NG150000040**

**CONTRACT AMOUNT: \$494,760**

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Travis County Domestic Violence and Sexual Assault Survival Center *dba* SafePlace ("Contractor"), a Texas non-profit corporation, having offices at 1515 A Grove Boulevard, Austin, TX 78741.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Jina Sorensen or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Julia Spann, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$494,760 (Four Hundred Ninety Four Thousand Seven Hundred Sixty dollars)**, and \$164,920 (*One Hundred Sixty Four Thousand Nine Hundred Twenty dollars*) per twelve (12) month extension option, for a total Contract amount of \$989,520. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.



4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$164,920 (*One Hundred Sixty Four Thousand Nine Hundred Twenty dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$164,920 (*One Hundred Sixty Four Thousand Nine Hundred Twenty dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$164,920 (*One Hundred Sixty Four Thousand Nine Hundred Twenty dollars*).

#### 4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation MAY include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;



- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### 4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.



1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

#### 4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if



any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial

statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.



4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

**4.13 Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

**SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

- 6.1 **Insurance.** The following insurance requirements apply.

### **6.1.1 General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will

accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

\* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

**6.1.2.3 Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**



6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.



- 6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.
- 6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return

Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Travis County Domestic Violence and Sexual Assault Survival Center <i>dba</i> SafePlace	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Julia Spann, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	1515 A Grove Boulevard Austin, TX 78741	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.



- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

**8.20 Living Wage Policy**

[Reserved]

**8.21 Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

**8.22 Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved



in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

- 8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

- 8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**TRAVIS COUNTY DOMESTIC VIOLENCE AND  
SEXUAL ASSAULT SURVIVAL CENTER DBA  
SAFEPLACE**

Signature: Julia E. Spann

Name: Julia E. Spann  
Printed Name

Title: Executive Director

Date: 5/26/2015

**CITY OF AUSTIN**

Signature: James Schaubert

Name: JAMES SCHAUBERT  
PURCHASING OFFICE

Date: 7/24/15

**EXHIBITS**

**Exhibit A – Program Forms**

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

**Exhibit B – Program Budget Forms**

- B.1 Program Budget and Narrative
- B.2 Program Subcontractors

**Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

## Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

### Program Goals And Objectives

SafePlace's Expect Respect Program is a collaborative with The Austin Project (TAP) and Austin Voices for Education and Youth (AVEY) in cooperation with Austin Independent School District (AISD) to prevent problems resulting from children's exposure to violence. Expect Respect is specifically designed for youth exposed to violence, many of whom would otherwise not access services. Project goals include increasing safety, support and skills for healthy relationships among vulnerable youth through school-based counseling and curriculum-based support groups in elementary, middle and high schools.

In addition to identifying and serving youth exposed to violence, project objectives include engaging vulnerable Adults and Families TAP and AVEY will increase their capacity to serve families experiencing violence and abuse through school-based Family Resource Centers (FRCs). FRCs provide Safety Net/Infrastructure Services. Further, the project will increase opportunities for Enrichment for families and for youth ages 14-17 through the Expect Respect Leadership Academy offered in cooperation with the Travis County/City of Austin Work-based Learning /Summer Youth Employment Program (WBL/SYEP)

### Program Clients Served

The target population consists of youth exposed to violence and their families in two communities with documented high rates of family violence and high levels of need as reported by AISD school administrators and counselors; (1) the Eastside Memorial High School feeder pattern, including Martin Middle School, and two high need elementary schools which will be selected in consultation with Austin ISD Learning Support Services by October 1, 2015 and (2) the Lanier High School feeder pattern, including Burnet Middle School and two high need elementary schools to be similarly selected. Eligible youth will have been exposed to violence including domestic violence and/or sexual assault. Clients are eligible for services based on the fact that they have been exposed to violence. The client population includes victims of violence, thus SafePlace and project partners are exempt from obtaining client proof of identity, residency or income. Documenting this type of information could pose significant risk of harm to youth and families participating in the program's services.

### Program Services And Delivery

The project will be school-based to ensure easy access in a non-stigmatizing environment and will include the following program strategies: (1) Expect Respect Support Groups and Counseling: Middle and High School students will participate in a 24-session, curriculum-based, separate gender, group intervention. Elementary school students will participate in a 10-session, mixed gender, group intervention. All students will have access to individual counseling sessions for crisis intervention and safety planning. (2) Family Resource Centers at Burnet and Martin Middle Schools: Parents and Caregivers will participate in needs assessment and intensive case management to increase safety and self-sufficiency. In addition, parent workshops and events will be offered to increase knowledge and skills. (3) Expect Respect Leadership Academy: Youth ages 14-17 will build leadership and job readiness skills in a 5-week enrichment program offered at SafePlace in cooperation with the City of Austin/Travis County Work-based Learning/Summer Youth Employment Program. These combined strategies will reduce problem behavior and increase self-sufficiency by providing accessible services for youth, stabilization of families, and youth leadership development and job readiness skills.

Youth Program Quality: a. Minimum Standard Operating Procedures shall be maintained by SafePlace for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change. b. SafePlace shall work to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

### System for Collecting and Reporting Program Data

Expect Respect counselors collect information during intake sessions with each youth participating in counseling or support groups. Subsequently, individual and group logs are used to document attendance at individual and group sessions. Paper copies of intakes and service logs are stored in a file at SafePlace and entered by Expect Respect Program staff electronically into a comprehensive, online database (Apricot) on a weekly basis. Apricot is used to track, maintain and analyze data including race/ethnicity, city, age, and exposure to violence as well as individual and group session attendance. Income level is not assessed and is not a prerequisite to accessing services.

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## ***Program Work Statement***

***Contract Start Date***      9/1/2015      ***Contract End Date***      9/30/2018

Youth participating in the Expect Respect Leadership Academy complete registration paperwork with WBL/SYEP. Expect Respect tracks their attendance during regularly scheduled work hours through Apricot and uses Apricot to create reports for staff, funders and Board of Directors.

Families participating in case management services through the FRCs provide data during intake sessions that is entered into the Integrated Case Management Database by FRC social workers.

TAP and AVEY will report outputs and outcomes directly from the Integrated Case Management Database on a monthly basis. Subcontracts with funded partners including reporting responsibilities will be developed.

Additionally, families participating in educational workshops and events will be tracked through sign-in sheets. These individuals will not be counted as unduplicated clients for the purpose of this grant and therefore are not included in our projected number of unduplicated clients. The Expect Respect Program Director, in collaboration with the Chief Quality Officer and Information Systems staff, will be responsible for reporting all data in a timely manner.

As mandated by the federal Violence Against Women Act (VAWA) and HUD guidance, victim service providers cannot enter data directly into HMIS, and must use a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on this data.

### ***Performance Evaluation***

All unduplicated clients will be asked to complete pre and post surveys to assess changes in knowledge, attitudes and behaviors as a result of participating in services. For the purpose of this grant, we will report on the number of individuals who complete an educational program that improves their knowledge. This is the required outcome that best fits the services provided including: counseling and support groups, case management, and Youth Leadership Academy. Some clients will not be able to complete pre and post surveys if they are in crisis or if they move away before completing a post survey. We will make every effort to collect pre and post surveys for all clients. Individuals participating in educational workshops and events hosted by TAP and AVEY may be invited to complete feedback forms following each activity. Surveys and feedback forms will be developed and/or adapted for each specific target population. The Expect Respect Program enters pre and post survey data into Apricot on a monthly basis for analysis and reporting. TAP and AVEY will report outputs and outcomes directly from the Integrated Case Management Database on a monthly basis.

### ***Quality Improvement***

Expect Respect collects feedback from people who participate in services including youth, parents, and school personnel to assess satisfaction, concerns and needs for additional services. The Expect Respect Counseling Manager provides weekly individual and group supervision for program counselors. A monthly Expect Respect Team meeting increases coordination and communication among program staff. Staff are encouraged to seek out professional development opportunities, some of which are sponsored by SafePlace throughout the year. By working to develop and retain excellent staff, we build expertise on our team. Students in middle and high school who receive an intake session are provided contact information for making complaints about their counselor or the services they receive, however, we have not received any complaints.

### ***Service Coordination with Other Agencies***

Expect Respect provides specialized, school-based services that address the needs of youth who have been exposed to violence and abuse. The program works closely with school personnel including campus-based Child Study Teams, district-level social service specialists, Communities in Schools and other service providers to coordinate referrals and service delivery. Expect Respect staff receive referrals from school personnel including teachers, counselors, school resource officers, and others and assist school personnel in increasing safety and support for vulnerable students. Cooperation also occurs with other agencies providing school-based services including the Anti-Defamation League's No Place for Hate Program, Council on At-risk Youth, LifeWorks, ACGC, in the form of referrals, service coordination, and cross-training.

### ***Service Collaboration with Other Agencies***

Expect Respect has formal collaborative relationships with AISD, Manor ISD (MISD), Communities in Schools and Creative Action. We provide school-based services in AISD and MISD, partner with Communities in Schools to identify students and coordinate services, and collaborate with Creative Action to direct the Changing Lives Youth Theatre Ensemble.

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## ***Program Work Statement***

*Contract Start Date*      9/1/2015      *Contract End Date*      9/30/2018

Through this project, Expect Respect will establish formal partnerships with TAP and AVEY to identify and serve youth and families experiencing domestic and/or sexual violence through FRCs located at Martin and Burnet Middle Schools. Families experiencing domestic violence that are served by the FRCs will be referred to SafePlace for shelter, legal services, counseling and other needs. Children in the home will be referred to Expect Respect for school-based counseling and support groups. Likewise, children referred to Expect Respect by school personnel or other sources, will be referred to the FRCs so that their parents can be connected to needed services. Expect Respect and FRC staff will work together to meet the needs of the whole family and to engage increased numbers of families in workshops and events promoting safe and healthy relationships.

### ***Community Planning Activities***

Expect Respect, TAP and AVEY participate in the Youth Services Mapping System, a resource for schools and parents and a tool for understanding the needs of youth throughout Austin. Expect Respect program staff take leadership roles in several community planning activities including the Children and Youth Mental Health Planning Partnership, the AISD School Health Advisory Council, the Travis County Family Violence Task Force and the Ready by 21 Coalition. Expect Respect staff are regular participants at the AISD Interagency Council Meeting and at other local trainings and events addressing youth issues.



## Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018
		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	228	228	228	684
2	Families served in case management, workshops and events	60	60	60	180
		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals who complete an educational program that improves their knowledge	205	205	205	615
5A	Number of individuals participating in the educational program	228	228	228	684
	Percent of individuals who complete an educational program and demonstrate improved knowledge	89.91	89.91	89.91	89.91

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/15/2015 6:30:00 PM

Last Modified, If Applicable: 4/22/2015 11:51:00 AM

# **City of Austin Health and Human Services**

## **Social Service Contracts**

### **Client Eligibility Requirements**

**UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.**

#### **GENERAL**

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - ♦ Annual certification of client eligibility
  - ♦ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - ♦ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - ♦ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - ♦ Clients in programs serving victims of violence are not subject to residency or income requirements
  - ♦ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

#### **IDENTITY**

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - ♦ A government –issued identification; or
  - ♦ A signed Self-Declaration of Identity supported by client residency documentation

#### **RESIDENCY**

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - ♦ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - ♦ Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
    - Travis County Appraisal District website (<http://www.traviscad.org>)

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### **INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - ♦ For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### **(1) Included Income:**

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### **(2) Excluded Income:**

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

**Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.**



## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>		<b>Total</b>
<i>Salary plus Benefits</i>	<b>\$102,570.00</b>	<b>\$102,570.00</b>	<b>\$102,570.00</b>		<b>\$307,710.00</b>
<i>General Operations Expenses</i>	\$3,930.00	\$3,930.00	\$3,930.00		\$11,790.00
<i>Program Subcontractors</i>	\$58,420.00	\$58,420.00	\$58,420.00		\$175,260.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	<b>\$62,350.00</b>	<b>\$62,350.00</b>	<b>\$62,350.00</b>		<b>\$187,050.00</b>
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$164,920.00</b>	<b>\$164,920.00</b>	<b>\$164,920.00</b>		<b>\$494,760.00</b>
<i>Total Period Percentage</i>	33.33	33.33	33.33		

### Detailed Budget Narrative

<b>Salaries plus Benefits</b>	Staff: Expect Respect Counselor (9), Expect Respect Facilitator (2), Expect Respect Counseling Manager, Expect Respect Prevention Manager, Expect Respect Evaluation Specialist, Expect Respect Program Director, and Managing Director Changing Lives. Benefits: Social Security, Medicare, Unemployment Insurance, Health, Dental, Life, Workers' Compensation Insurance, Retirement, Vision and Short Term Disability Insurance.
<b>General Op Expenses</b>	Local mileage, Program/General Office Supplies, Equipment less than \$5,000, Copier, and Printing.
<b>Program Subcontractors</b>	Two subcontractors' staff wages and fringe benefits costs associated with work on this program. See Program Subcontractors form for details.
<b>Staff Travel</b>	Not applicable.
<b>Conferences</b>	Not applicable.
<b>Food and Beverage</b>	Not applicable.
<b>Financial Assistance</b>	Not applicable.
<b>Other Assistance</b>	Not applicable.
<b>Capital Outlay</b>	Not applicable.

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Austin Voices for Education and Youth

Unduplicated Count	30	30	30	90
Amount	\$25,230.00	\$25,230.00	\$25,230.00	\$75,690.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Social worker (.5 FTE) & Prgm. Director (.10 FTE) provide case management and educational workshops/events at Burnet Middle School.

## Program Subcontractors

	Period			Contract Term
	1	2	3	
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

The Austin Project

Unduplicated Count	30	30	30	90
Amount	\$33,190.00	\$33,190.00	\$33,190.00	\$99,570.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Social worker (.5 FTE) & Prgm. Director (.10 FTE) provide case management and educational workshops/events at Martin Middle School.

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*



addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26 day of May, 2015

Travis County Domestic Violence and Sexual  
Assault Survival Center, dba SafePlace  
CONTRACTOR Julia E. Spann  
Authorized  
Signature Julia E. Spann  
Title Executive Director

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

**1. EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to [CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov) by 4 PM on April 11<sup>th</sup>, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

**2. INSURANCE:** Insurance is required for this solicitation.

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

**II. Specific Requirements**

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

**A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

**B. Commercial General Liability Insurance**

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement
  - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
    - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
  - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

**C. Business Automobile Liability Insurance**

1. Minimum limits:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CA 0444)
  - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
  - c. City of Austin named as additional insured (Form CA 2048)

**D. Professional Liability Insurance**

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

**E. Blanket Crime Policy Insurance**

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

**F. Directors and Officers Insurance**

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**G. Property Insurance**

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

**5. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**7. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

**SCOPE OF WORK  
CITY OF AUSTIN  
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

**1. INTRODUCTION**

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

**1.1 Self-sufficiency Goals:**

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

**1.2 Life Continuum Categories:**

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

## **2. BACKGROUND**

### A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition



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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

### **3. PRINCIPAL OBJECTIVE & GOALS**

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
  - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
  - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
  - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
  - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.  
*(School Readiness Action Plan)*
- b. Youth:
  - 1. Children, youth and young adults:

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- i. Are physically healthy
  - ii. Are physically safe
  - iii. Respect diversity and demonstrate empathy and pro-social behaviors
  - iv. Engage in community, school and/or extracurricular activities
  - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
  - vi. Have good mental health and are emotionally resilient
  - vii. Avoid risky behaviors
  - viii. Are academically successful
  - ix. Have awareness and positive attitudes about adult careers
  - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
  - xi. Successfully complete post-secondary education or training
  - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

**(Mayor’s Task Force on Aging 2013)**

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

**(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)**

**4. CONNECTION TO IMAGINE AUSTIN**

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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**“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”**

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

**Austin is Livable:** All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

**Austin is Educated:** Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

**Austin is Prosperous:** Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

**Austin Values and Respects its People:** Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

## 5. PROGRAM STRATEGIES & TARGET POPULATION



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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

**6. OUTCOMES & OUTPUTS**

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**7. ELIGIBILITY REQUIREMENTS**

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

**8. FUNDING INFORMATION**

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
  - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
    - i. Early Childhood - \$949,416
    - ii. Youth - \$1,961,339
    - iii. Adults and Family - \$7,327,622
    - iv. Seniors and People with Disabilities - \$813,804
    - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

**9. ELIGIBLE APPLICANTS**

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
  - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
  - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
  - 1. Shall reflect an unqualified and/or unmodified audit opinion
  - 2. Shall not reflect a "Going Concern Uncertainty"
  - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
  - 1. Have specific terms delineated by a beginning and ending date
  - 2. Meet in person a minimum of three times per fiscal year
  - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  - a. reviews program performance
  - b. approves budgets
  - c. reviews financial performance
  - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years



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**APPLICATION SUBMISSION REQUIREMENTS**

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

**ENVELOPE #1 – THRESHOLD REVIEW**

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled:      THRESHOLD REVIEW CHECKLIST  
[NAME OF AGENCY]  
[NAME OF PROPOSED PROGRAM]

**ENVELOPE #2 – APPLICATION DOCUMENTS**

This sealed envelope must contain the following:

***1 original and 6 CDs or flash drives each containing all the elements below:***

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled:      APPLICATION DOCUMENTS  
[NAME OF AGENCY]

**BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116** CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

**Executive Summary**

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

### **Application Evaluation**

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

### **Application Format**

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

**Part I – Program Overview and Strategy**

**Total points: 70**

**A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
  - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.*

**B. Target Population(s) for the Goal(s)**

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
  - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
  - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
  - a. Target population demographic/Census data
  - b. Quantified target population unmet need(s)
  - c. Applicant's trends in target population unmet need(s)
  - d. Waiting list information (if applicable)
  - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
  - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
  - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
  - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
  - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
  - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

*Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.*

**C. Program Strategy to Accomplish the Goals**

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
  - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
  - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.



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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

**D. Performance Measures – Impact on the Goals**

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

**Output Measures**

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**Outcome Measures**

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**E. Service Coordination**

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and [https://www.onecpd.info/resources/documents/Coordinated%20Assessment\\_3.20.12.pdf](https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf)) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

**F. Community Planning Activities**

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

**G. Overall Evaluation Factors Regarding Applicant**

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
  - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

*Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.*

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

**H. Data Management and Program Evaluation**

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

**I. Staffing Plan**

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

**Part II – Cost Effectiveness**

**Total points: 20**

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

**A. Budget**

1. A summary description of the budget justification for the program strategy/strategies is required.
  - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
  - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional



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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

**B. Cost per Client**

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

**C. Program Funding Summary**

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

**Part III – Local Business Presence**

**Total points: 10**

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Part IV – Bonus Evaluation Points**

**Total points: 25**

**A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

**OR**

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.*

**B. Leveraging**

**5 points**

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
  - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
  - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

**C. Healthy Service Environment**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
  - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
    - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
    - the provision of accessible locations allowing privacy;
    - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
    - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
  - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
  - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
  2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.



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**Additional Information:**

**Proposal Acceptance Period:** All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Exceptions:** Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

**Application Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Travis Co. DV & SA Survival Center d/b/a SafePlace					
Physical Address	1515 Grove Blvd. A Austin, TX 78741					
Is Firm located in the Corporate City Limits? (circle one)	Yes <input checked="" type="checkbox"/>			No		
In business at this location for past 5 yrs?	Yes <input checked="" type="checkbox"/>			No		
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No	Branch	Yes	No <input checked="" type="checkbox"/>

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

## Executive Summary

SafePlace's nationally recognized Expect Respect Program engages youth, parents, schools & community organizations in promoting safe & healthy relationships & preventing dating abuse. Expect Respect is a program of SafePlace, Austin/ Travis County's primary provider of services for survivors of sexual & domestic violence & for the broader community.

SafePlace's Expect Respect Program proposes to lead a collaborative with The Austin Project (TAP) & Austin Voices for Education & Youth (AVEY) in cooperation with Austin Independent School District (AISD) to **prevent problems** (Primary Self-sufficiency Goal) resulting from children's exposure to violence. Expect Respect is specifically designed for **Youth** exposed to violence, many of whom would otherwise not access services (Primary Life Continuum Category). The proposed project will increase their safety & skills for healthy relationships through school-based counseling & curriculum-based support groups in elementary, middle & high schools.

To prevent children's exposure to violence it is necessary to engage **Adults & Families** (Secondary Life Continuum Category.) TAP & AVEY will increase their capacity to serve families experiencing violence & abuse through school-based Family Resource Centers (FRCs). FRCs provide **Safety Net/Infrastructure Services** (Secondary Self-sufficiency Goal). Further, the proposed project will increase opportunities for **Enrichment** (Secondary Self-sufficiency Goal) for families and for youth ages 14-17 through the Expect Respect Leadership Academy.

The target population consists of youth exposed to violence & their families in two communities with documented high rates of family violence & high levels of need as reported by school administrators & counselors: (1) The Eastside Memorial High School feeder pattern, including Martin Middle School, & Allan, Allison, Brook, Govalle, Metz, Ortega & Zavala

Elementary Schools; & (2) The Lanier High School feeder pattern, including Burnet Middle School, & Cook, McBee, Read, Woolridge & Wooten Elementary Schools. Exposure to violence increases risk for behavioral health problems, aggressive/disruptive behaviors, dropping out, obesity, unwanted pregnancy, & violence in future relationships. This project will support vulnerable youth in healing from trauma & in building healthy relationships, thereby increasing their ability to reach their full potential at school, in the workplace & the community.

The proposed project will be school-based to ensure easy access in a non-stigmatizing environment & will include the following program strategies: **(1) Expect Respect Support Groups & Counseling:** Middle & high school students will participate in a 24-session, curriculum-based, separate gender, group intervention. Elementary school students will participate in a 10-session, mixed gender, group intervention. All students will have access to individual counseling sessions for crisis intervention & safety planning. **(2) FRCs at Burnet & Martin Middle Schools:** Parents & Caregivers will participate in needs assessment & intensive case management to increase safety & self-sufficiency. Parent workshops & events will increase knowledge & skills. **(3) Expect Respect Leadership Academy:** Youth ages 14-17 will build leadership & job readiness skills in a 5-week enrichment program offered at SafePlace in cooperation with the Travis County/City of Austin Work-based Learning/Summer Youth Employment Program. These combined strategies will reduce problem behavior & increase self-sufficiency by providing accessible services for youth, stabilization of families, & youth leadership development & job readiness skills.

SafePlace is requesting \$235,600 for the proposed strategies. SafePlace agrees to comply with all of the applicable rules and regulations of Federal, State, and Local governing entities, as well as all of the terms specified in this RFA.

**Travis County Domestic Violence & Sexual Assault Survival Center, d/b/a SafePlace  
Proposal to the City of Austin, Health & Human Services Department, for the Solicitation  
Number: EAD0116 - 2014 Self-Sufficiency Continuum for Social Services: 4/24/2014**

**Part I – Program Overview & Strategy**

**A. Connection to the Self-Sufficiency Goals & Life Continuum Categories**

**1. *How the application meets the primary self-sufficiency goal & Life Continuum Category***

SafePlace's Expect Respect Program proposes to lead a collaborative with The Austin Project (TAP) & Austin Voices for Education & Youth (AVEY) in cooperation with Austin Independent School District (AISD) to prevent problems resulting from children's exposure to violence. Expect Respect is the only school-based program that specifically supports youth exposed to violence, many of whom would otherwise not access services. The collaborative will increase services for these vulnerable *youth* (primary Life Continuum Category) & their *families* (secondary Life Continuum Category) based on best practice models in violence prevention & health promotion that engage youth as well as the significant & influential adults in their lives. The primary goal addressed in this proposal is *Problem Prevention* through school-based counseling & support groups for elementary, middle & high school students exposed to violence, & services for parents/caregivers at school-based Family Resource Centers (FRC).

Studies on Adverse Childhood Experiences<sup>1</sup> demonstrate that stress, abuse, neglect, & trauma in a child's environment (e.g., witnessing domestic violence) have life-long consequences that can manifest as mental health problems, aggressive/disruptive behaviors, substance abuse, & an increased risk for obesity, sexually transmitted infections & unwanted pregnancy. There is an increased risk for these youth to experience & perpetrate violence in their own relationships, thus

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<sup>1</sup> Anda, R. The Health and Social Impact of Growing Up With Adverse Childhood Experiences: The Human and Economic Costs of the Status Quo. Retrieved March 29, 2014.  
[http://acestudy.org/files/Review\\_of\\_ACE\\_Study\\_with\\_references\\_summary\\_table\\_2\\_.pdf](http://acestudy.org/files/Review_of_ACE_Study_with_references_summary_table_2_.pdf)



perpetuating the cycle of violence & multiplying its negative effects. Alarming, teens in abusive relationships are more likely to drop out of school & lag behind their peers in educational attainment.<sup>2</sup> Therefore, providing support for youth to heal from trauma, learn skills for healthy relationships & prevent future victimization & perpetration is critical to helping them achieve their full potential in school, workplace & community. Furthermore, a holistic approach to problem prevention in youth hinges on the involvement of *parents, caregivers & families*. Stabilizing families who have been exposed to violence by increasing safety, support for basic needs & positive parenting skills is critical for mitigating the effects of violence & preventing future problem behaviors. As a secondary goal, we will provide *Enrichment* opportunities for families through workshops and events and for youth through the Expect Respect Leadership Academy in cooperation with the Austin/Travis County Work-based Learning/Summer Youth Employment Program (WBL/SYEP). The Leadership Academy, (5-weeks, part time employment) will provide important opportunities for personal development & job readiness, & positively impact youth & the community.

## **B. Target Populations for the Goals**

### *1. Target populations that will be served & if this population is similar to current population.*

The target population for this proposal constitutes youth & families similar to those currently served by SafePlace's Expect Respect Program & its partners TAP & AVEY. If awarded, this proposal will allow for program expansion in two Austin areas with documented high rates of family violence & high levels of need as reported by school administrators & counselors: (1) The Eastside Memorial High School feeder pattern including Martin Middle School, & Allan, Allison, Brook, Govalle, Metz, Ortega & Zavala Elementary Schools, drawing from zip codes

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<sup>2</sup> Adams AE, Greeson MR, Kennedy AC, et al. (2013). The effects of adolescent intimate partner violence on women's educational attainment and earnings. *J Interpers Violence*, 28:3283-3300.

78741, 78702, 78721, 78725 & 78742. (2) The Lanier High School feeder pattern, including Burnet Middle School, & Cook, McBee, Read, Woolridge & Wooten Elementary Schools, drawing from zip codes 78753, 78758, 78757 & 78727.

*a. Description of your experience & success working with this population.* SafePlace has provided the Expect Respect Program in Austin area schools since 1989. The program includes a nationally recognized, curriculum-based support group intervention for boys & girls who have been exposed to violence. Students are referred by school personnel to weekly group sessions delivered on campus during the school day to ensure broad access for vulnerable students. Currently (2013-14 school year), Expect Respect provides 40, 24-session groups in 24 middle & high schools in AISD. About 45% of students in the program are male, 68% identify as Hispanic, 18% as African American, 10% as White, & 4% as Other or Multiracial. Eighty-eight percent are classified as economically disadvantaged according to the Texas Education Agency. At intake, 50% of these students disclosed witnessing domestic violence, 32% disclosed child abuse, 48% reported experiencing abusive peer & dating relationships, & 31% were exposed to other violence in the extended family & community. Many students report multiple exposures to violence & abuse. Expect Respect served elementary school students until 2011, when limited staff resources were concentrated in secondary schools, leaving younger students without access to the program's services. The success of Expect Respect is demonstrated by the increasing demand for the program, a waitlist that includes schools we intend to serve through this proposal, the high number of referrals to groups (over 700 referrals in AISD in 2013-14) & full group enrollment. The Expect Respect Program & its staff members are viewed locally & nationally as experts in dating & sexual violence intervention & prevention. Ongoing program evaluation activities & promising results are detailed in Section C. TAP & AVEY are leaders in the

community with longstanding experience in parent engagement. TAP has dedicated 20 years to working with community organizations, agencies, neighborhoods, & individuals to nurture strength-based, efficient service delivery. TAP pioneered the development of school-based family resource centers (FRCs) in Austin from 1997-2003, in collaboration with community members, neighborhood associations, local businesses, Austin Interfaith, & City of Austin & Travis County officials. In June 2009, AISD awarded TAP a contract to develop four new FRCs, including Martin MS in the proposed target area. AVEY began its first school-based FRC at Webb MS in 2007 & has since expanded to six campuses, including Burnet MS in the proposed target area. The FRCs have taken root & each one assists several hundred families in accessing affordable housing, health insurance & health care, employment services, financial assistance, & skill building workshops and events. During the comprehensive family assessment at intake, about 15% of families disclose violence in the home requiring intensive crisis management & ongoing support. FRCs utilize SafePlace & other resources to assist these families, however, additional expertise & staffing are needed. Ongoing program evaluation & promising results are detailed in Section C.

*b. Modifications & new strategies to serve the new target population.* SafePlace proposes to expand Expect Respect in two feeder patterns in AISD to increase access to services at school for youth exposed to violence & their parents/caregivers. Specifically we will provide individual & support group counseling for students in K-12th grades at 16 schools & case management & related services for adults at two FRCs. Expect Respect currently provides limited services in 4 of the 16 schools in the target area. We will collaborate with school personnel, including Child Study Teams on each campus, & FRCs to identify vulnerable students & coordinate services. Modifications/new strategies include school-based counseling and support groups for

elementary-age children, increased access to services for middle and high school boys and girls, and increased access and coordination of services for families/caregivers.

*2. Data & data sources to demonstrate the need of the target populations.* Over the past decade, Travis County & the City of Austin have seen a dramatic increase in children living below the poverty threshold. In 2012, 25% of Travis County children lived below the poverty threshold, & 46% of all children in Travis County were below 200% of the poverty threshold<sup>3</sup>. In the City of Austin, this number was even higher with 49% of children below 200% of the poverty threshold. Many of these children experience risk factors including violence in the home or neighborhood & substantial family stress which increases the likelihood of poor outcomes. Travis County has also seen an alarming 57% increase in confirmed child abuse/neglect cases over the past two years - surpassing the state rate for the first time in over a decade<sup>4</sup>. There were 3,045 confirmed child abuse/neglect victims in Travis County in 2012<sup>5</sup>. In the same year, there were 7 domestic violence related homicides, and a total of 9,134 family violence cases and 902 rape/sexual assault cases<sup>6</sup>.

In 2014, AISD Learning Support Services identified the Lanier & Eastside Memorial High School communities as having a high concentration of students & families exposed to violence. SafePlace data confirm this trend as zip codes in these school attendance zones together accounted for 32% of all new clients, (excluding school-based clients) in 2013. FRCs report that about 16% of families disclose violence during the intake assessment, 60% report physical

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<sup>3</sup> Travis County Health & Human Services & Veterans Service (2013). Focus on Children in Travis County: Travis County Snapshot from the American Community Survey 3-year Estimates 2009-2011.

<sup>4</sup> Travis County Children's Protective Services Board, 2013. Report to Travis County Commissioners' Court: 2008-2012 Trends. DFPS 2012 Data Book.

<sup>5</sup> Texas Department of Family and Protective Services, 2013 Data Book, accessed February 2014 from: [http://www.dfps.state.tx.us/About/Data\\_Books\\_and\\_Annual\\_Reports/default.asp](http://www.dfps.state.tx.us/About/Data_Books_and_Annual_Reports/default.asp).

<sup>6</sup> Data provided by Austin Police Department & Travis County Sheriff's Office, April 2013. Numbers may be subject to changes as investigations are cleared & re-opened by law enforcement.

and mental health problems and 26% report substance abuse. In youth, the impact of violence and trauma is frequently observed in aggressive and bullying behaviors, in abusive teen dating relationships, as well as in depression, anxiety & withdrawal. District-wide 6% of high school students & 7% of middle schools students report experiencing hurtful or controlling dating behavior. 48% of middle school students & 29% of high school students report being bullied<sup>7</sup>. At Burnet & Martin Middle Schools (proposed target area) as many as 11% of students report having missed school due to not feeling safe, compared to 6% districtwide. Similarly, 18% of students at Martin & 12% of students at Burnet have missed at least one day of school due to feeling too sad or depressed to attend, compared to 11% districtwide. While similar data are not available at the elementary school level, surveys of elementary school counselors indicate that exposure to violence is a primary concern in these two communities. In summary, students & families attending Eastside Memorial HS & Lanier HS & their feeder schools experience tremendous & complex needs & school counselors have requested additional support services.

3. *Strategies that will be implemented to serve clients with a criminal history.* The Expect Respect Program receives referrals from school personnel including school resource officers for students who have been victims, witnesses, and/or perpetrators of violence. A significant number of our clients struggle with disciplinary problems and delinquent behavior. Expect Respect staff meet with students who have been removed for disciplinary offenses at the Alternative Learning Center and help facilitate their return to their home school. We work to engage these youth, increase their school connectedness, social support & pro-social behaviors. SafePlace and partner agencies TAP & AVEY do not screen or document criminal history of minor or adult clients.

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<sup>7</sup>Department of Research and Evaluation, Austin Independent School District (September, 2013). Results of the 2013 Student Substance Use and Safety Survey.



4. *Client Eligibility Requirements will be documented.* Youth referred to Expect Respect will receive an individual intake session, which includes a screening for exposure to violence and abuse to assess their interest and eligibility. Demographic information, such as gender, race/ethnicity, zip code, school, school ID, grade level and age, among other data, is tracked via an intake form. Intake information will be documented in client files and entered into SafePlace's Online Data Management system. Students are not asked about their family's income level as it is not a prerequisite to accessing services (& is not required for the type of victim services SafePlace provides, *per Section 0620-Client Eligibility Requirements*). FRCs assess and document family income & disclosures of family violence in their intake assessment and in follow-up assessments approximately every 3 months. FRCs track data and outcomes with the Integrated Case Management System.

5. *The agency will ensure National Culturally & Linguistically Appropriate Services (CLAS).* SafePlace's approach to cultural diversity encompasses all 15 of the National CLAS standards. SafePlace works to ensure that services are culturally sensitive and thoroughly accessible to all victims of domestic/sexual violence, including people with cultural, language and/or other barriers (CLAS Standard #1). SafePlace has staff bilingual in Spanish, French, Portuguese, Arabic, German, Hebrew & American Sign Language, and contracts with licensed or certified interpreters (CLAS Standard #2; #7). All written materials are available in both English and Spanish, & can be translated into braille or provided in large-type for those who are blind or low vision. These services are provided at no cost to the client (CLAS Standard #5). We inform individuals who seek our services about our language assistance services (CLAS Standard # 6) When someone contacts SafePlace & needs to speak to a person in their own language, we have access to a language line to communicate via a third party in the client's language. This information is listed with external community resources. Our staff are ethnically & culturally diverse (CLAS Standard #3) &

our Diversity & Cultural Competency Policy requires that staff regularly evaluate the cultural appropriateness of services for our target population, including sensitivity toward racial, physical, ethnic, & sexual orientation diversity. Staff are trained to use proper judgment related to the language used to communicate with a client, as well as the need for an interpreter/ translator (CLAS Standard #9). SafePlace has a staff Diversity Committee which conducts staff discussion groups on privilege, stereotypes and other topics related to diversity (CLAS Standard #4; #10; #12). SafePlace collaborates with organizations that serve subsets of abuse survivors & their children, such as Asian Family Support Services & Central Texas Muslmaat (CLAS Standard #13). Our standard grievance resolution policy is culturally and linguistically appropriate for identifying, preventing and resolving client complaints (CLAS Standard #14). The policy describes the process to report and initiate a formal complaint. SafePlace's progress with cultural competency is communicated to stakeholders, constituents, and the general public via our website (CLAS Standard #15). We are holding focus groups to explore additional ways to communicate our CLAS standards.

### **C. Program Strategies to Accomplish the Goals**

*1. Program strategies.* SafePlace's Expect Respect Program proposes to lead a collaborative with TAP & AVEY (in cooperation with AISD) to serve youth who have been exposed to violence and have significant barriers to future self-sufficiency and stability. Services will be school-based (at school during the school day) to ensure easy access in a non-stigmatizing environment and will include the following strategies: (1) Expect Respect Support Groups and Counseling:<sup>8</sup> Middle and high school students will participate in a 24-session, curriculum-based, separate gender, group intervention. Elementary school students will participate in a 10-session, mixed gender, group intervention. All students at participating schools will have access to

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<sup>8</sup> Ball B, Rosenbluth, B., Aoki, A. (2008). The Expect Respect Program Manual Part I: Support Group Curriculum and Facilitator Guide. Austin, TX: SafePlace.

individual counseling sessions for crisis intervention & safety planning. (2) Support for parents/caregivers at FRCs located at Burnet & Martin Middle Schools: Case management to increase safety and support for basic needs, counseling and skill building workshops and events. (3) Expect Respect Leadership Academy: Summer enrichment program offered at SafePlace in cooperation with the Austin/Travis County Work-based Learning/Summery Youth Employment Program (WBL/SYEP). These combined strategies will reduce problem behavior and increase self-sufficiency by providing accessible services for youth, stabilization of families, and youth leadership development & job readiness skills.

*2. The proposed strategies reflect evidence-based, research-based or promising practices.*

Expect Respect has been developed and implemented by SafePlace over the past 24 years. The core component is a 24-week, curriculum-based, support group intervention for youth to heal from past abuse & trauma in a supportive peer environment. Research has shown that strong positive peer support protects youth from entering or staying in relationships with abusive partners, and avoiding other risk behaviors<sup>9</sup>. In group youth learn the tools to build safe and healthy relationships, which is at the core of physical, social and emotional well-being and self-sufficiency across the lifespan. The program serves boys and girls who have experienced violence or abuse in their families, peer and dating relationships and communities. Expect Respect has been recognized by the U.S. Department of Justice, the National Resource Center on Domestic Violence, the National Sexual Violence Resource Center, and other institutions as an innovative and promising practice (see also Section 0635) and has received evaluation assistance from the Centers of Disease Control & Prevention (CDC) since 1997. Qualitative research<sup>10</sup> has

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<sup>9</sup> Holt MK, Espelage DL.(2005). Social Support as a Moderator Between Dating Violence Victimization and Depression/Anxiety Among African American and Caucasian Adolescents. *School Psychol Rev*; 34:309-328.

<sup>10</sup> Ball, B., Kerig, P. & Rosenbluth, B. (2009). "Like a Family But Better Because You Can Actually Trust Each Other." The Expect Respect Dating Violence Prevention Program For At-Risk Youth. *Health Promotion Practice*, 45S-58S.

demonstrated that youth view the support groups as a safe place where they learn skills for navigating relationships & conflicts in non-violent ways. Results from a pilot study evaluating Expect Respect program outcomes through pre and post-tests,<sup>11</sup> showed significant increases in healthy relationship skills from baseline to program completion. A subgroup of students at high risk for dating abuse, reported significantly less victimization and perpetration at program completion. A rigorous, controlled evaluation of Expect Respect is currently being conducted by the CDC and involves a 4-year data collection effort (2011-2015). Attendance, baseline, completion and follow up data are collected in 24 AISD schools and 11 control schools in Manor & Pflugerville ISDs. First results are expected to be published in Fall of 2015. Fidelity data are obtained through facilitator self-report, observation of sessions, & interviews with facilitators conducted by the CDC research team.<sup>12</sup> Weekly individual & group supervision ensures fidelity and supports high quality program implementation. Individual counseling & advocacy is provided as needed in English and Spanish. Expect Respect will continue to monitor fidelity & evaluate program outcomes through participant surveys. Family Resource Centers: The FRCs use a family focused, culturally competent, strength-based approach to service planning and delivery that is considered a best practice<sup>13</sup>. The FRC model encourages local community engagement and the alignment of existing services. FRCs bolster school connectedness by providing an anchor for families and connecting parents with various youth-focused initiatives. Spanish is spoken in all the FRCs in order to address the high concentration of immigrant and

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<sup>11</sup> Ball, B., Teten, A., Noonan, R., Valle, L., Hamburger, M., Rosenbluth, B. (2012). Expect Respect Support Groups: Preliminary Evaluation of a Dating Violence Prevention Program for At-Risk Youth. *Violence Against Women*.

<sup>12</sup> Ball B., Holland, K., Marshall, K., Lippy, C., Jain, S., Souders, K., Westby, R. (in review 2014). Implementing Expect Respect Support Groups for Teens Exposed to Violence - Challenges and Successes for Facilitators. Submitted to J for Adolescent Health.

<sup>13</sup> Adelman & Taylor. (2006). Systemic Change for School Improvement, *Journal of Educational and Psychological Consultation*.

resident Spanish speakers. Each FRC impacts hundreds of families and helps improve student attendance, reduce high student mobility rates, and stabilize families living in poverty. All FRCs utilize the Integrated Case Management System based on the California Family Development Matrix<sup>14</sup> which facilitates the assessment of family needs and strength and documentation of outcomes and has proven reliability<sup>15</sup>. FRCs report a significant decrease in student mobility, which is as high as 42% on some campuses. This has led to significant academic improvement. FRCs report a reduction in reported family violence from 16% of families at intake to 9% at follow up, & an increase in family stability by 21%. FRCs will utilize their assessment tool to report on family outcomes. Expect Respect Leadership Academy: Involving youth as leaders in preventing violence and promoting positive bystander behaviors is an innovative and promising practice<sup>16</sup>. For the past decade, SafePlace has cooperated with the WBL/SYEP to promote youth leadership and job readiness. SafePlace provides a summer work site for 20 youth to become leaders in preventing bullying, sexual harassment & dating violence & in promoting safe relationships using creative media including spoken word poetry, visual arts, and video. As a result of this work, SafePlace was recently awarded a contract from the City of Austin Watershed Protection Department for a public community education project entitled “Nurturing Healthy Relationships & Communities.” 98% of youth in SafePlace’s leadership/educational activities report increased knowledge of how to help a friend in an abusive relationship, motivation to speak up when they see abusive or harassing behavior, and willingness to seek help for problems in their relationships. Please see attached logic model.

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<sup>14</sup> Endres, J. (2006). California Family Development Matrix

<sup>15</sup> Richardson, B. (2011). Research Director, University of Iowa School of Social Work, National Center for Family Centered Practice.

<sup>16</sup> Start Strong Initiative: Building Healthy Teen Relationships. <http://startstrong.futureswithoutviolence.org>



3. *Program strategies align with one or more of the goals in Section 0500.* Expect Respect supports the social and emotional health and safety of youth as delineated on the 2014 Ready-by-21 dashboard (<http://www.centex-communitydashboards.org/socially-and-emotionally-healthy-and-safe/>). Specifically, counseling, support groups and the leadership development work to prevent bullying and dating abuse, increase empathy, pro-social behaviors and personal responsibility, and assist youth in avoiding risky behaviors including sexual risk behaviors, substance abuse, aggression and youth violence. Counseling and support groups facilitate healing from trauma & healthy coping through increased social support and healthy relationship skills. The leadership academy promotes leadership & career readiness skills. The Family Resource Centers (FRCs) assist families to meet basic needs, access affordable housing, health insurance, access to a medical home, emergency health care, employment services, legal aid, financial assistance, adult education and connection to community through local faith-based organizations, neighborhood associations, & community events. FRCs also conduct outreach & skill building workshops and events for problem prevention & awareness education.

4. *Program strategies correspond to the Imagine Austin Comprehensive Plan.* This collaborative proposal supports two of the core mission statements of Imagine Austin. “*Austin is Educated*”: Expect Respect, TAP & AVEY work in close collaboration with schools & support the “Whole Child Every Child” Initiative to bolster social emotional learning & interpersonal skills of all children. Knowledge about healthy and unhealthy relationships, skills for respectful and healthy relationships, positive bystander behaviors and learning to be a youth leader and peer educator are all core competencies that are important for the success of youth in school and later in the work place. (*S A40 – develop a comprehensive education program for all ages that focuses on the range of skills, including interpersonal skills, needed for gainful employment.*)

*“Austin Values & Respects its People”*: Expect Respect supports youth in helping themselves & preventing abuse in all of their relationships. To this end, the program provides prevention education in schools for students & families to reduce violence perpetration & victimization & associated negative health and behavioral health impacts.<sup>17</sup> *(S A1 – support wellness & prevention education in schools to reduce the burden on primary care.)* Furthermore, dating violence, STDs and unwanted teen pregnancies are highly correlated.<sup>18</sup> Building skills for healthy relationships and preventing emotional, physical or sexual dating abuse are important strategies in preventing unwanted teen pregnancies & STDs. *(S A7 – address the high incidence of teenage pregnancy & develop a comprehensive education program.)*

5. *Barriers/challenges the target population encounter accessing services.* Youth and families that have been exposed to violence often experience barriers accessing services due to lack of transportation, family instability, poverty and lack of daycare. Many families do not access services unless providers meet them where they are, namely in the schools. Efforts to make services accessible for parents and caregivers include bilingual staff, home visits by FRC social workers, childcare and meals provided during parent workshops and coordination of parent meetings with youth-focused events at school. Another potential barrier relates to the fears and stigma about disclosing family violence. Expect Respect and FRC staff are trained and skilled in interviewing youth and families, creating a safe, confidential and accepting environment and following mandatory reporting requirements. Expect Respect and FRC staff have established

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<sup>17</sup> Anda, R. The Health and Social Impact of Growing Up With Adverse Childhood Experiences: The Human and Economic Costs of the Status Quo. Retrieved March 29, 2014.

[http://acestudy.org/files/Review\\_of\\_ACE\\_Study\\_with\\_references\\_summary\\_table\\_2.pdf](http://acestudy.org/files/Review_of_ACE_Study_with_references_summary_table_2.pdf)

<sup>18</sup> Silverman, J, Raj A, et al. (2001). Dating Violence Against Adolescent Girls and Associated Substance Use, Unhealthy Weight Control, Sexual Risk Behavior, Pregnancy, and Suicidality. *JAMA*. 286:572-579. Available at <http://jama.ama-assn.org/cgi/reprint/286/5/572>.

Decker, Silverman, & Raj. (2005). Dating Violence and Sexually Transmitted Disease/HIV Testing and Diagnosis Among Adolescent Females. *Pediatrics*. 116: 272-276

trust in the schools and community and have engaged many youth and families who would not otherwise access counseling and support services.

*6. Proposed strategies reach individuals in multiple Life Continuum categories and are collaborative.* The Expect Respect Program will work with youth exposed to violence at school during the school day. Students will be referred by school and FRC personnel. FRCs will work with parents/caregivers who have multiple needs including family violence. Social Workers will refer children living in violent homes to Expect Respect counseling and support groups at their school. Expect Respect, AISD Parent Support Specialists and FRC personnel will collaborate to provide parent workshops and events. By partnering we will maximize resources, increase access, coordinate our services and offer a continuum of care for youth & their families.

*7. Barriers/challenges implementing proposed strategies.* The implementation quality and success of any school-based program is impacted by the school environment. We will work to build supportive relationships with school staff and to develop effective and efficient systems so that families and youth are identified and receive quality services. SafePlace, TAP & AVEY actively participate in school-based Child Study Teams, Youth Services Mapping, School Health Advisory Council and the AISD Interagency Council. TAP & AVEY serve as coordinators for the United Way Middle School Matters Initiative at several schools and bring expertise with school improvement and service coordination to this project.

*8. Funded subcontractor partnerships & informal relationships. Funded partnerships:* SafePlace as the lead agency proposes to develop subcontractor partnerships with TAP & AVEY and build on successful partnerships that have been forged over the last 6 years. SafePlace's Expect Respect Program has primary expertise in providing school-based counseling, support groups and leadership training for students in grades K-12. TAP & AVEY have specific expertise in

engaging families and managing FRCs. The proposed collaborative is essential for meeting the complex needs of youth and families who have been exposed to violence and for achieving reductions in problem behaviors that undermine personal safety and self-sufficiency. *Informal relationships not funded under this application:* Expect Respect collaborates with AISD to provide school-based counseling and support groups, youth leadership training and the development of policies, staff training and curriculum. We collaborate with Creative Action on the Changing Lives Youth Theatre Ensemble, which engages middle and high school students in creating original theatre that addresses important teen issues, including dating, friendship, bullying and positive bystander behavior. Performances are viewed by over 2000 students each year. Expect Respect also partners with EngenderHealth and WBL/SYEP to deliver Gender Matters, an innovative program that integrates sexual violence prevention with comprehensive sex education and pregnancy prevention. Expect Respect partners with Communities in Schools to coordinate school-based services.

9. *Project activities.* Expect Respect Counseling & Support Groups: At the beginning of the school year, counselors will obtain principal approval for implementing support groups at each of the 4 secondary and 12 elementary schools. Facilitators will provide information and an orientation for school staff, participate in community provider meetings on campus and share referral criteria. A school contact person (school counselor or administrator) will be identified to coordinate referrals. Each middle and high school group will serve 10 students in separate gender groups (2 groups per school). Each elementary school groups will serve 6 students in mixed-gender groups (1 group per school). Facilitators will conduct individual intake sessions and determine student interest and eligibility prior to group participation. Only students who have experienced violence or abuse will be eligible to participate. Students with serious and

immediate needs (e.g., recent sexual assault, crisis situation) will also be offered individual counseling and safety planning. Facilitators will engage school personnel, parents, law enforcement and other service providers as needed to ensure students' safety and well-being. Facilitators will visit assigned schools weekly to conduct individual and group sessions. Groups will meet for one class period at school (55 min) during the school day. Participation will be voluntary and sessions will be held in a private location on campus. Support groups for middle & high school students will follow the 24-session *Expect Respect Support Group Curriculum*, support groups for elementary school students will follow the 10-session *Expect Respect Elementary School Support Group Curriculum*. Group activities, educational videos, interactive games, role plays and creative expression through art and poetry will engage students in a variety of learning experiences. Skills such as assertive communication, coping with anger, jealousy and rejection and boundary setting will be practiced throughout the program. Family Resource Centers identify family needs through school-wide surveys and outreach events such as the Parent Transition Initiative that engages parents of rising 6<sup>th</sup> graders. FRCs will offer specialized and intensive support services for families who express concerns about violence or abuse in the home. Services begin with an intake assessment of family needs and strengths including a screening for family violence and unhealthy coping and communication patterns. Case management addresses basic needs and safety concerns. Referrals to SafePlace for shelter and counseling may be provided. Ongoing family counseling and home visits are provided by the FRC Social Workers as needed. Families are invited to workshops to learn parenting skills and how to model healthy relationships. Expect Respect Leadership Academy: In cooperation with the WBL/SYEP, Expect Respect provides a 5-week paid work experience for 20 youth. Participants learn leadership skills for preventing dating and sexual violence, bullying and sexual



harassment and for promoting safe and healthy relationships and positive bystander behavior.

Throughout the program youth utilize creative arts and media to educate and inspire community members.

*10. Section 0625-Homeless Housing Habitability Standards.* These requirements do not apply to Expect Respect, because it is a non-residential program.

**D. Performance Measures – Impact on the Goals.**

*1. Outputs and outcome calculations.* Output measures for services funded under this grant proposal: The total number of youth & families served per year with City funding will be approximately 440, and over 3 years will be 1,320. Approximately 80 students per year will participate in separate-gender support groups in 4 middle and high schools (10 students per group x 2 groups per school x 4 schools = 80). Approximately 72 students per year will participate in mixed-gender support groups in 12 elementary schools (6 students per group x 1 group per school x 12 schools = 72). Approximately 108 additional students per year will participate in individual counseling (15 students per middle & high school x 4 schools = 60 and 4 students per elementary school x 12 schools = 48; 60 + 48 = 108). FRCs will serve approximately 60 families experiencing violence, abuse and related issues (30 families per year x 2 FRCs = 60). Approximately 100 families at 2 middle schools will participate in skill-building parenting workshops and educational events (50 families x 2 FRCs = 100). The Expect Respect Leadership Academy will engage approximately 20 youth (ages 14-17) per year.

Outcome measures: **The required high level outcome is calculated as follows: 90% of clients served will demonstrate improved skills and/or knowledge on one or more of the 3 outcome measures described below.** Please see attached form, Section 0640. This project will collect participant feedback surveys and will report on 3 outcome measures: 1) youth & families report

increased skills for healthy relationships, 2) families report an increase in knowledge/ access to resources and 3) youth and families report increased confidence to speak up when they see abusive behaviors (positive bystander behavior). Progress on these outcomes will result in the prevention of problems and promotion of self-sufficiency, access to safety net/ infrastructure services and enrichment. All projected outputs and outcomes are based on current program and evaluation data. Due to attrition, mobility and crisis situations outcome data may not be available for some participants.

#### **E. Service Coordination**

*1. How the applicant coordinates services with services provided by other agencies.* Expect Respect provides specialized, school-based services that address the needs of youth who have been exposed to violence & abuse. The program works closely with school personnel including campus-based Child Study Teams, district-level social service specialists, Communities in Schools & other service providers to coordinate referrals & service delivery. The FRC Social Worker collaborates with Child Study Teams & others to offer integrated case management support & match student/family need to available services & avoid duplication.

*2. How the applicant coordinates with other agencies.* Expect Respect, TAP & AVEY participate in the Youth Services Mapping System, a resource for schools and parents, and coordinate referrals and services with other agencies through campus-based Child Study Teams. Expect Respect works closely with Communities-in-Schools to ensure that students receive additional supports as needed. The FRCs at Burnet & Martin coordinate and integrate services by convening school-community alliances with over 60 partners that include SafePlace, AISD Parent Support Office, Project Help and Refugee Services, AISD Student Health Services and Seton Healthcare Family, CommUnity Care, community-based service

providers, after school programs and local businesses.

*3. MOUs and how this arrangement improves service delivery.* Collaboration with proposed partners improves identification, referral and service coordination, thereby increasing access to and support for clients. See attached MOUs.

*4. Client connections to mainstream resources/public benefits and/or city-funded services.*

Expect Respect increases access to services for students exposed to violence and abuse. The FRCs increase school engagement and connect families to housing, health care and health insurance, employment services, financial assistance, legal aid and adult education. AISD, FRCs and Expect Respect refer youth to the Austin/Travis County Work-based Learning/Summer Youth Employment Program (WBL/SYEP).

*5. Additional services, not included in this application, provided to the target population.*

Families who need immediate safety will be referred to SafePlace's emergency shelter, counseling and/or legal advocacy services. Social workers at the FRC and Expect Respect facilitators will assist families in contacting SafePlace & accessing needed services. Youth who are motivated to become leaders & peer educators will have access to leadership activities at their school and to SafePlace's Changing Lives Youth Theatre Ensemble in collaboration with Creative Action (services provided with funding from other sources) in addition to the WBL/SYEP.

*6. This proposal does not include homelessness prevention or intervention services.* In regard to the specific program activities/strategies of this proposal, SafePlace has not participated in the Coordinated Assessment initiative. However, SafePlace has provided feedback on the Coordinated Assessment in regard to community members who have experienced sexual/domestic violence.

## **F. Community Planning Activities**

### *1. Applicant's involvement in community planning activities specific to proposed services.*

Expect Respect staff participate in the Ready-by-21 steering group that developed community indicators for child and youth wellbeing; the Child & Youth Mental Health Planning Partnership (CYMHPP); the City of Austin Youth Provider Summit (2013); and in strategic planning meetings of the Community Advancement Network including a recent initiative to map prevention and early intervention programs for children and youth in Austin and Travis County. Expect Respect staff also serve on the Travis County Family Violence Task Force (Chair of Youth Issues Committee) and the AISD School Health Advisory Council (Chair of Social, Emotional and Behavioral Health Committee).

*2. Applicant's involvement in other relevant community planning activities.* The Expect Respect Program Director participates in the Texas Health & Human Services Commission's Task Force on Domestic Violence. The Expect Respect Prevention Manager serves on a cyber-bullying prevention task force with Austin Police Department, AISD, Center for Child Protection, Center for Missing and Exploited Children and other providers.

## **G. Overall Evaluation Factors Regarding Applicant**

*1. Applicant's experience managing local, state, and/or federal contracts.* SafePlace currently reports annually on approximately 30 governmental and 20 private grants. We are regularly monitored by governmental funders & monitoring reports are consistently positive, with no or few minor findings. Expect Respect funders include: Austin ISD, Sally Rothenberg, Director of Learning Support Services, 512-414-0222; Texas HHSC, Ann Pinder, Contract Spec, 512-206-5570; Texas OAG, Cynthia Valadez-Mata, Grant Mgr, 512-370-9786; United Way, Amber Welsh, Middle School Matters Program Manager, 512-656-

0968; Michael & Susan Dell Foundation, Nicole Aston, Program Officer, Central Texas, 512-600-5512. *a. Relevant City of Austin HHS funding received within the last five years.* In the past five years, SafePlace has received City of Austin HHSD funding for Self-Sufficiency Continuum for Social Services contracts and has been a partner on Caritas' COA-funded BSS project.

*2. Experience in last 5 years working with the target population.* As described in Section B1, SafePlace's Expect Respect Program has worked with youth exposed to violence/abuse since its inception in 1989. In the past 5 years, Expect Respect has provided support groups and counseling for middle and high school students in 24 schools in AISD (over 500 students per year). These include some students in the target areas for this application, the Lanier HS & Eastside Memorial HS attendance zones and feeder patterns. Expect Respect has served as a work site for the WBL/SYEP for over 10 years. TAP & AVEY have established FRCs since 1997, the FRC at Burnet MS opened in Spring 2013, the FRC at Martin opened in 2011.

*3. Experience in the last 5 years providing services identical/similar.* As described in section B1, Expect Respect & its partners TAP & AVEY have successfully provided services identical to those proposed in this application in the last 5 years. We propose to expand Expect Respect to serve boys and girls from elementary through high school in the Lanier and Eastside Memorial HS attendance zones and feeder patterns who have been exposed to violence/abuse, and to strengthen relationships with FRCs to provide a continuum of care for vulnerable youth and their families.

## **H. Data Management and Program Evaluation**

*1. Successes & challenges with data management & reporting.* Since 2008, SafePlace worked with CTK (CommunityTech Knowledge) to custom-design and implement a web-based software



ODM (Online Data Management) tool for our agency. ODM tracks data on our clients, volunteers and services and provides real-time reports on outputs & outcomes. A major success is access to real-time data for reporting to funders.

*2. Data are used for identifying problems & ensuring corrective actions.* SafePlace uses program outputs and outcomes to improve access to services, service utilization and program quality. The Expect Respect Director and the Program Evaluation Specialist review service data on a monthly basis and work together with the Centers for Disease Control & Prevention on a program evaluation that includes pre-, post and follow-up surveys, fidelity and implementation data. Additionally surveys are collected from youth leadership program participants, Changing Lives audience members, school personnel and presentation/training participants. Continuous review of data ensures ongoing program improvement.

*3. Process used to collect data from collaborations.* SafePlace and specifically the Expect Respect Program have led numerous collaborative efforts, including the Start Strong Initiative from 2008-2012 that involved AISD, TAP & AVEY, our proposed partners. We have successfully tracked program outputs and outcomes for grant management, reporting and evaluation. TAP & AVEY will report outputs & outcomes directly from the Integrated Case Management Database on a monthly basis. Subcontracts with funded partners including reporting responsibilities will be developed. The Expect Respect Program Director will be responsible for reporting data in a timely manner.

*4. Homelessness prevention and/or intervention services are not proposed.*

## **I. Staffing Plan**

*1. Staffing plan to accomplish activities including project leadership and reporting.* Expect Respect: 3 fulltime Counselors will provide support groups and counseling at 2 high schools and

2 middle schools in the target area (separate boys' and girls' groups will be provided on each campus), and support groups and counseling at 12 elementary schools in the target area (mixed-gender groups will be provided on each campus). These 3 positions (at least 1-2 Spanish-speaking) will serve approximately 260 students (K-12) per year. They will also collaborate with FRCs to support approximately 60 families/caregivers per year experiencing violence. Together with FRC Social Workers they will provide parent workshops and events promoting safe and healthy relationships for approximately 100 families per year residing in the target area. Each summer, the Expect Respect Counselors will provide the Expect Respect Youth Leadership Academy for 20 youth in collaboration with WBL/SYEP. The Expect Respect Counseling Manager will provide administrative and clinical supervision and assist the Expect Respect Program Director in grant reporting. Family Resource Centers (FRCs) managed by TAP & AVEY: Two Licensed Social Workers (.5 FTE proposed for each FRC, both Spanish-speaking) will be trained and designated to work with families/caregivers who express concerns about violence/abuse. They will provide intensive case management, support for basic needs and safety, counseling and home visits as needed and skill-building workshops. The FRC Program Directors (.1 FTE proposed for each site) will provide administrative and clinical oversight and data reporting.

*2. Section 0645-Program Staff Positions & Time Attached. 3. Resumes or position descriptions for key staff. Attached.*

## **Part II – Cost Effectiveness**

### **A. Budget**

*1. Budget justification.* City of Austin funding is requested to support a continuum of services for youth exposed to violence to prevent health, behavioral health and academic problems

resulting from trauma/abuse. Positions funded by the City will be directly related to the provision of expanded services through the Expect Respect Program and Family Resource Centers with the proposed target population of youth exposed to violence and their families. Benefits paid with City funds will be in direct proportion to salaries paid. Additional funds are requested for mileage & laptops for 3 Expect Respect Counselors. *Section 0650-Program Budget and Narrative. All subcontractors in this application are included in the program budget.* Attached.

2. *Applicant's fundraising & administrative percentage.* Per the instructions listed in Section 0600, SafePlace's fundraising and administrative percentage is as follows:

$$\frac{911,988 + 336,879}{8,148,837} \times 100 = 15\%$$

B. **Cost Per Client** 1. *Average cost per City client served.* The average cost per City client served is \$535.45 (calculation based on the proposed request of \$235,600 per year divided by 440 total clients served per year through this project. 2. *Average cost per client served from all funding sources* = \$622.88. The City will be the sole funding source for the proposed activities (school-based counseling and support groups, case management and parent education, youth leadership academy) for youth and families in the target area. The Expect Respect program also provides campus-based youth leadership training and a city-wide Changing Lives Youth Theatre Ensemble in collaboration with Creative Action. These services reach approximately 7,000 duplicated students per year and are funded through other sources. For the purpose of calculating average cost per client from all funding sources, we included only costs for activities comparable to the proposed project. Total program budget of \$849,959 minus an estimated \$100,000 for two staff positions that provide campus-based youth leadership training and the city-wide Changing Lives Youth Theatre Ensemble, resulting in a total program budget of \$749,959. Total cost per client (for comparable services from all funding sources) is \$749,959 divided by 1,204 clients.

3. *Average cost per client achieving each performance measures proposed.* The average cost per client achieving the **selected high level outcome measure (Outcome #1)** is \$595 (Total proposed program cost \$235,600 divided by 396 clients (90%) achieving outcome). **This outcome will be achieved for each client who achieves 1 or more of the 3 proposed program outcomes.** Outcome #2: \$235,600 divided by 396 clients (90%) achieving outcome = \$595 per client. Outcome #3: program budget for 160 clients = \$235,600 x 36.4% = \$85,758 divided by 144 clients (90%) achieving outcome = \$595 per client. Outcome #4: program budget for 120 clients = \$235,600 x 27.3% = \$64,319 divided by 108 clients (90%) achieving outcome = \$595 per client.

4. *Justification of proposed cost.* Expect Respect clients have complex needs resulting from exposure to violence, poverty, homelessness and family instability. The proposed project provides intervention services which are fully integrated into the school setting to increase access for vulnerable students and their families and an intensive leadership development program with benefits for youth and community. The cost of the proposed project is appropriate and necessary to meet clients' needs and achieve the proposed scope of work.

5. *Return on investment/social impact of the proposed strategy.* We expect to increase personal safety, resiliency and self-sufficiency for youth and their families.

**C. Program Funding Summary** 1. *Section 0655 – Program Funding Summary. Attached.*

**Part III-Local Business Presence** 1. *Section 0605 – Local Business Presence Identification Form. Attached*

#### **Part IV- Bonus Evaluation Points**

##### **A. Collaborations/Connections to Additional Self-Sufficiency Goal(s) & Life Continuum**

###### **Category(ies)**

*The proposed collaborative will successfully work together to maximize service delivery.*

SafePlace has a long history of working collaboratively with Austin ISD, The Austin Project (TAP) & Austin Voices for Education & Youth (AVEY) to meet the needs of youth who have been exposed to violence & abuse. In 2008, we partnered with TAP & AVEY to conduct focus groups with youth & parents to understand their needs & concerns about safety. Based on their input we designed programs, including the Parent Transition Initiative, youth leadership projects & community events. SafePlace, TAP & AVEY share the concern that violence seriously harms families & children's lives, & destabilizes families & communities.

Currently Expect Respect lacks sufficient resources to serve all the youth who have been impacted by violence and abuse in the high needs communities targeted through this proposal. Similarly, the Family Resource Centers (FRCs) lack sufficient resources to provide the intensive case management & supports families in crisis need. By expanding our service capacity in the target communities, we will – for the first time – be able to support both the youth and their families in increasing immediate safety & achieving self-sufficiency.

Expect Respect Counselors meet with referred students for an individual intake session. During the intake process & on an ongoing basis, Expect Respect Counselors assess & refer students & family members to the FRC. The FRCs, located in targeted middle schools, receive referrals for students/families enrolled at the school as well as for families attending other schools in the vertical team. Many families have children of different ages attending different schools in the target area. Thus the middle school FRCs will become a central point of access and coordination of services. The FRCs will likewise refer students who are impacted by



violence and who are struggling in their relationships with parents, teachers, peers, & dating partners to Expect Respect Counseling and Support Groups at their schools. Ultimately, the collaborative will enable us to serve youth & their families through comprehensive & intensive services.

*The application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.* This collaborative proposal primarily supports the needs of youth (*Primary Life Continuum Category*), however, in preventing the potentially debilitating impacts of exposure to violence, it is critical to also support the needs of *adults and families* in crisis (*Secondary Life Continuum Category*). Therefore we will focus on the *prevention of problems* for youth & families as a result of experiencing violence (*Primary Self Sufficiency Goal*). As described above, the impact of violence, especially of repeated experiences of violence, is severe and traumatic and results in a host of risk behaviors that compromise the health, educational success, and social emotional wellbeing and skills of youth.

In working with youth & their families we will also meet two additional Self-Sufficiency Goals. The FRCs will not only work on the prevention of problem behaviors, but also provide linkage to the *Safety Net Infrastructure* to ensure access to basic needs and services.

Furthermore, Expect Respect will provide an opportunity for *Enrichment* for families participating in workshops and events and for youth through our Expect Respect Leadership Academy in cooperation with the Austin/Travis County Work-based Learning/Summer Youth Employment Program (WBL/SYEP). The leadership program has been an essential part of Expect Respect for a decade & provides important opportunities for youth to learn about their community, develop leadership skills & contribute their unique talents. Expect Respect staff guide youth in exploring healthy relationship attitudes and behaviors while reflecting on their life

experiences. In past years, participants have interviewed family members & senior citizens about relationships & created digital stories to share their insights & vision for the community. In Summer 2013, youth developed a visual arts campaign to prevent violence & abuse & littering. Subsequently, SafePlace was invited to conduct community workshops & create a public education project with funding from the City of Austin Watershed Protection Department. In 2014 youth in the summer leadership program will transform recycled plastic bottles into exotic flowers & create additional multi-media strategies to convey that (1) discarded materials that would otherwise pollute the environment can be recycled & transformed & used in positive ways, and (2) building positive and nurturing relationships are the basis of a healthy and safe community. Continuing these opportunities for community enrichment is an important aspect of our work & has a tremendous impact on the personal development of participating youth & the entire community.

**B. Leveraging N/A**

**C. Healthy Service Environment**

*1. The Applicant has implemented one or more of the Healthy Service Environment policies.*

SafePlace has existing “Smoke-Free Workplace,” “Health & Wellness” & “Domestic Violence & Sexual Abuse in the Workplace” policies (*attached*). We will update the existing policies prior to 10/1/15 to ensure that all elements of the 4 Healthy Service Environment policies area included, as described in the RFA.

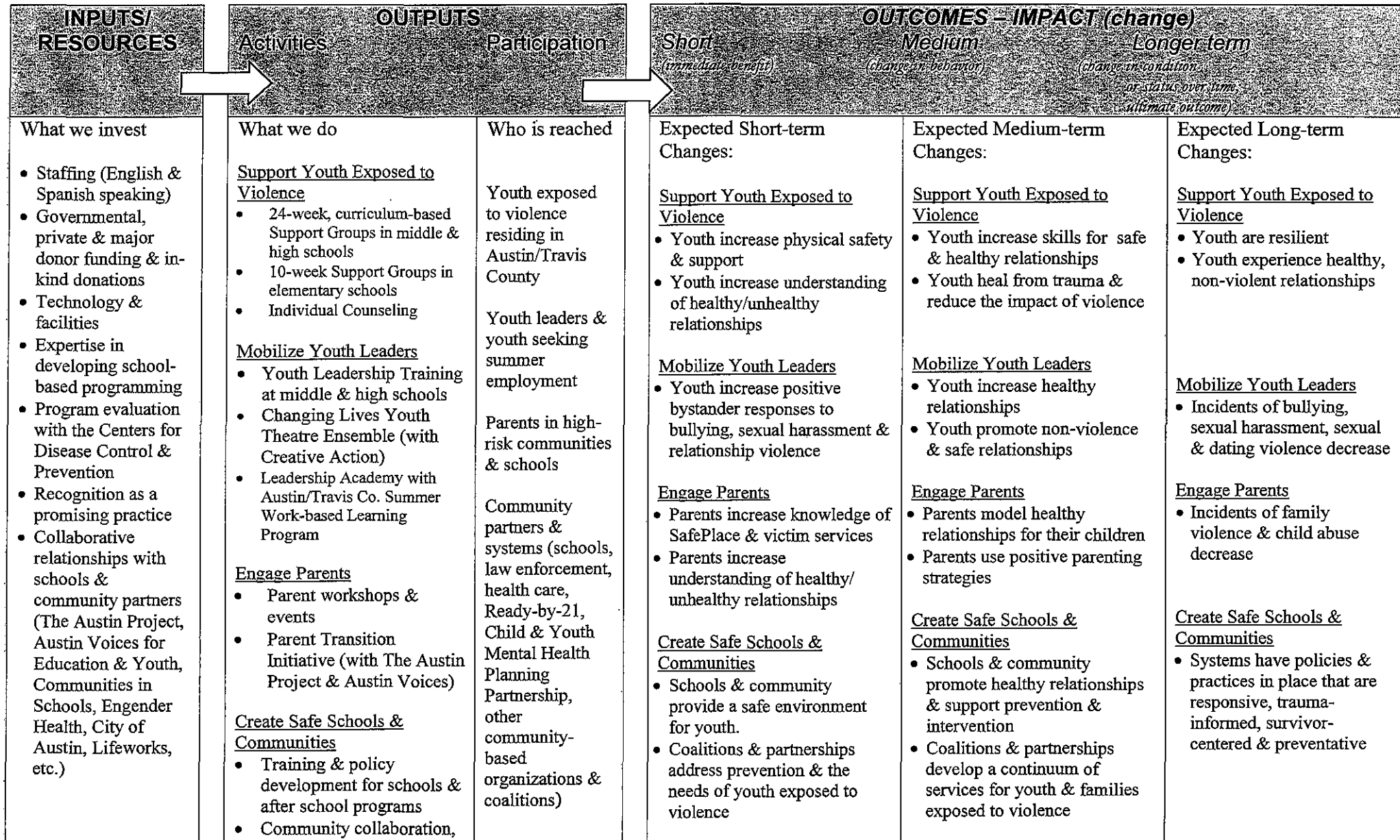
*2. The Applicant plans to implement one or more of the Healthy Service Environment policies outlined above.* The Human Resource Director and Chief Program Officer will ensure implementation before 10/1/15. Copies of new policies & an overview will be provided at an agency staff meeting. We do not anticipate needing technical assistance to implement the policies.

Attachment A: Logic Model

# EXPECT RESPECT LOGIC MODEL

**Target population:** SafePlace' Expect Respect program engages youth, parents, schools & communities within Travis County.

**Theory of Change Summary:** Expect Respect promotes safe and healthy relationships & prevents violence and abuse by supporting youth exposed to violence, engaging youth as positive bystanders & leaders, & working with parents & schools to create safe & healthy communities.



## **ASSUMPTIONS (that guide our work)**

1. Everyone deserves safety and respect and survivors of violence should be believed and supported.
2. Child abuse, family violence, dating & sexual violence are traumatic for children & youth.
3. Trauma is isolating & impacts the survivor's relationship with self and others. Healing occurs in relationship to others.
4. Providing services that are trauma-informed, accessible and welcoming to people of all backgrounds is ethical.
5. Leaving an abusive relationship is associated with the highest risk of injury or death.
6. Creating safe environments (schools, after school programs, health care and other systems) reduces and prevents violence and supports youth who have been hurt to speak up and ask for help.
7. Supporting youth and adults in developing healthy relationship skills reduces and prevents sexual and domestic violence.
8. Promoting safe, respectful and non-violent relationships creates a safer and healthier community.
9. SafePlace programs and services reduce the social acceptance of violence and prevent future violence.
10. Individuals and systems are compassionate and have the capacity to learn and change.
11. Violence can be prevented.

## **EXTERNAL FACTORS (that contribute to the prevalence of violence)**

1. Children and youth experience high rates of violence and abuse (domestic violence, child abuse, sexual assault, dating abuse, peer abuse, neighborhood violence).
2. Society and media (movies/television, music lyrics, commercials/billboards, video games, Internet, etc.) minimize the impact and glorify violence.
3. Those with less power (women, children and traditionally underserved populations) are more likely to be targeted for violence.
4. Family violence is generational and learned within families.
5. Victims are blamed by others for the violence they experience.
6. Continued threats of violence and retaliation from perpetrators are real.
7. Sexual and domestic violence often go unreported and sexual assault is frequently perpetrated by someone known to the victim.
8. Poverty, lack of affordable housing, and substance abuse add barriers to leaving violent relationships.
9. Children who witness or experience violence are at greater risk for becoming victims and perpetrators in their own relationships.
10. Social norms among youth and adults that accept violence contribute to future violence perpetration.

updated 2014

## Attachment B: Grant Monitoring Reports



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THOMAS SUEHS  
EXECUTIVE COMMISSIONER

January 17, 2012

Julia Spann  
Travis County SA & DV Survival Center  
P O Box 19454  
Austin, TX 78760

Re: HHSC Family Violence Contract #529-08-0013-00041F

Dear Ms. Spann:

This letter is to confirm the on-site review scheduled for February 14-15, 2012. I plan to begin the review at 9:00 a.m. on February 14<sup>th</sup>. The purpose of this visit is to review and monitor fiscal, administrative, and programmatic procedures relating to family violence services funded by the Health and Human Services Commission (HHSC).

All financial documents will be reviewed for budgeted items in each budget category for the month of *September and November 2011*. The visit will also include a review of client files for this contract.

In order to facilitate the review, please send the following items to my attention by *February 3, 2012*:

- Board minutes from the three most recent board meetings
- Staff roster (name, title, salary, and funding source)

You may send these items to me via e-mail (preferred method) or mail. If you opt to email them and to ensure that we receive all the items, please transmit them all at the same time. If you opt to e-mail them, HHSC file size limitations may necessitate sending several e-mails. If so, please indicate 1 of X, 2 of X in the subject line. The mailing address is: 909 W. 45<sup>th</sup> St., MC 2010, Austin, TX. 78751.

Items to have available for on-site review:

- Board by-laws
- Accounting records and support documentation
- Financial Management Questionnaire (*this form is one of the email attachments with this letter, please complete and I will review on-site*).
- Bank statement for operating account, bank reconciliation and operating bank account GL detail for the month of November 2011.

- Form 941 for 3<sup>rd</sup> quarter of 2011, bank statement for period ending September 2011.
- Board manual, roster, training and board personnel files
- Current Memorandum of Understanding with CPS and APS
- TANF Forms
- Agency policies and procedures [*to expedite this review, please flag your policies and procedures with the current HHSC Shelter Texas Administrative Codes (TAC)*].
- Timesheets and paystubs for the month of September and November (*list will be provided prior to my arrival*).
- Personnel files (*list will be provided prior to my arrival*).
- Client files (*list will be provided prior to my arrival*).
- Sample intake packet
- A list of items you may wish to discuss or have questions about

We request that the Executive Director and at least one board member, preferably the board president, be present at the exit conference scheduled for February 15, 2012. Please notify your board president and any other staff or board members you might want in attendance. The exact time will not be scheduled until later in the monitoring visit.

Enclosed are the site visit tools I will be using during the visit. Please feel free to contact me at (512) 206-5040 should you have any questions.

Sincerely,

Judy Forbes, CTCM  
Family Violence Contract Manager



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Executive Director

Julia Spann

April 16, 2012

Judy Forbes, CTCM  
HHSC-Family Violence Program  
909 W. 45<sup>th</sup> Street, MC 2010  
Austin, Texas 78751

Re: HHSC Family Violence Contract #529-08-0013-00041F

Dear Ms. Forbes:

I am responding to HHSC's monitoring report dated March 20, 2012 for review of SafePlace's Family Violence Program contract. Below you will find our responses to the findings included in the monitoring report and enclosed you will find support documentation to demonstrate compliance. While we appreciate the thorough review of our program, we were surprised to learn that there were findings given that none were mentioned during the monitoring visit or exit interview. We believe that many of the findings included in the report could have been resolved immediately had you asked questions during the actual monitoring site visit.

**Finding #1:** All personnel files reviewed (7) did not include annual evaluations from date of hire. This requirement is listed in your HHSC contract, Article 13, Section 13.06 (gg)(b) effective September 1, 2011 (state fiscal year 2008).

Lang – 2009 & 2010; Easley – 2008 & 2010; Krejci – 2008-2010; Cantu – 2010; Strang – 2010; Rosenbluth – 2008, 2010-2011; Hernandez-Martinez – 2009-2010.

**Corrective Action #1:** SafePlace will provide a written statement with response to this report ensuring all personnel will have all annual evaluations included in their personnel files by April 20, 2012.

**Response #1:** It is SafePlace policy to conduct annual evaluations of all personnel. All SafePlace personnel had annual evaluations within the last year. We will continue to perform annual evaluations from this time forward and include a copy in individual personnel files.

**Finding #2:** Brenda Strang's personnel file did not include a job description. Per § 379.402 (2), all personnel files must include a job description. The center must maintain a personnel file for each employee. Each file must include at least the following information: (2) Job descriptions.

Ernestine Krejci's personnel file did not include documentation of orientation or initial training as required by §379.402 (6): The center must maintain a personnel file for each employee. Each file must include at least the following information: (6) Documentation of orientation, initial training, and employee development

a project of



**Corrective Action #2:** SafePlace will include with report to this report by April 20, 2012, a: job description for Brenda Strang and signed/dated written documentation for orientation for Ernestine Krejci.

**Response #2:** Upon review of Brenda Strang's personnel file, a copy of her job description was found in her personnel file. A copy of Ms. Strang's job description is enclosed.

Ernestine Krejci was hired by SafePlace in 2001. Our procedure for new employee orientation at that time did not include participants signing in as documentation that they attended new employee orientation. Mr. Krejci has attended and presented at SafePlace new employee orientation numerous times each year since 2004. Please see enclosed verification by SafePlace's Director of Human Resources. Also enclosed is signed verification that Ms. Krejci received orientation and training.

**Finding #3:** Review revealed resident child file #132432, #133422, #133619; nonresident child file #108201, #117701, and #117835 did not include verification of an individual service plan.

In compliance with §379.710, the center must develop a written individual service plan with each resident and nonresident that reflects the resident's or nonresident's particular needs.

**Corrective Action #3:** SafePlace will provide verification of a service plan for the above files with response to this report by April 20, 2012. If any of the clients mentioned above are no longer receiving services, Contractor will submit a written statement that all future client files will include verification of individual service plans with response to this report.

**Response #3:** SafePlace conducted an additional file review since the HHSC monitoring to ensure that all client files include an individual service plan. A copy of service plans for each client mentioned in this finding are enclosed with identifying details omitted to protect client confidentiality.

**Finding #4:** Review revealed resident child file #132432, #133422, #133619; nonresident child file #108201, #117701, and #117835 did not include verification of clients' rights. The parent victim may sign for a child in this regard. Per §379.628 the center must provide written rights to all clients.

**Corrective Action #4:** SafePlace will provide verification of a service plan for the above files with response to this report by April 20, 2012. If any of the clients mentioned above are no longer receiving services, Contractor will submit a written statement that all future client files will include verification of clients' right with response to this report.

**Response #4:** SafePlace conducted an additional file review since the HHSC monitoring to ensure that the client files referenced above had a copy of clients' rights. We found a signed copy in each client file mentioned in this finding. A copy of signed clients' rights for each client file mentioned above is included as an attachment with identifying details omitted to protect client confidentiality.

Page 3

**Finding # 5:** Nonresident child file #117701 did not include a TANF form as required by §379.617.

**Corrective Action #5:** SafePlace will submit a current TANF form for client #17701 with reply to this report. If client is no longer receiving services, Contractor will submit in writing that all future clients will have a current TANF form on file by April 20, 2012.

**Response #5:** SafePlace is aware of the requirement to obtain a TANF form for all adult residential and nonresidential clients. The client referenced above is a non-emancipated minor served by our teen dating violence program. The parent or guardian of this minor was not served by SafePlace and thus a TANF form was not required.

**Finding #6:** During shelter tour it was noted that two fire extinguishers did not have inspection tags and were not fully charged. Please ensure all fire extinguishers are inspected and include verification of inspection. Per HHSC contract Article 13, Section 13.06 (hh) Facility Codes: The center's facilities must be in adequate repair and in compliance with applicable local health, fire, electrical, and building codes.

**Corrective Action #6:** SafePlace will provide written verification that the fire extinguishers have been properly tagged and inspected with response to this report by April 20, 2012.

**Response:** The fire extinguishers at shelter are scheduled to be inspected and tagged this week.

If you have questions about our response to the monitoring report, please contact Wendie Abramson, Chief Program Officer, at [wabramson@SafePlace.org](mailto:wabramson@SafePlace.org) or 512-356-1599.

Sincerely,



Julia Spann  
Executive Director

Enclosures

Cc: Wendie Abramson, Chief Program Officer  
Karen Bartoletti, SafePlace Board President

**SafePlace**  
**Human Resources Director**  
**January, 2006**

Department: Human Resources  
Reports to: Chief Operating Officer  
FLSA Status: Exempt  
Approved by: Human Resources, Executive Director  
Approved Date: January 31, 2006

The Human Resources Manager develops, implements, and manages the human resources functions of the agency.

**Major Responsibilities**

**Overall Agency/Staff as a Whole:**

1. Ensure that SafePlace complies with federal and state employment laws. Responsible for the overall implementation and management of the agency's human resources functions. More detail than needed
2. Create, distribute and troubleshoot all yearly timesheets, electronic and handwritten, for both non-exempt and exempt employees.
3. Coordinate and maintain weekly email distribution of SafePlace Staff Matters to keep staff informed of all programs' activities and staff news.
4. Work with the agency's broker during renewal to insure a sound benefits package, which includes health and dental insurance, retirement plans, and cafeteria plan.
5. Submit payroll changes to Finance, including new employees, separating employees, and changes involving changes in rate of pay, employee status changes, authorized employee deductions, and any other payroll changes for current staff. Insure exempt timesheets for Finance Payroll department
6. Develop, update and maintain a
7. Develop, update, and manage a
8. Ensure timely compensation info insure internal and external parity responsible for dissemination of
9. Develop, facilitate, or coordinate supervisors' support training and
10. Coordinate the processing of all re letters, distribution of resumes to a resumes.
11. Oversee the Human Resources Info employee information. Can't the ma
12. Responsible for the compliance with Vehicle Reports and the enforcement
13. Administer Workers Compensation a for yearly Worker Comp policy renew
14. Responsible for the reporting to gove of Labor, EEOC, etc.).
15. Maintain, update, and distribute agency Organizational Chart.
16. Develop and maintain personnel policies and procedures as needed.
17. Provide benefits information to new employees. Manages the administration of and process insurance enrollments and changes on behalf of staff as requested in compliance with HIPAA. Work as an advocate for employees if problems develop with benefits providers.

*HHSC  
monitoring*

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**Individual Employee:**

1. Provide New Hire Orientation and Paperwork for all new employees including, but not limited to, completion of all payroll information, discussion of agency policies and benefits. Facilitate New Employee Orientations to new employees providing agency overview. Conduct Exit Interviews, when applicable, for all exiting staff.

Human Resources Director



2. Write ad copy and place employment ads using various media (newspapers, allied organizations, colleges and universities) to recruit applicants for vacant positions at the request/direction of the hiring supervisors. Assist hiring supervisors by providing applicant screening process. Produce weekly job list for distribution to all SafePlace locations and for mail-out as needed.
3. As requested, may provide counsel and advice to employees on employee relations issues and problems.
4. Supervise the HR Administrative Assistant.
5. Act as staff liaison with Board on personnel items when needed, on ongoing HR issues.

**General Requirements:**

1. Ability to communicate effectively.
2. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Philosophy.
3. Complies with SafePlace's Standards of Conduct.
4. Attends all required meetings.
5. Completes all requisite paperwork, for program and administration.
6. Completes other duties as assigned.
7. Respond appropriately to the cultural differences present among the organization's service population and staff
8. Ability to work as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Sensitivity to various ethnic and social backgrounds, beliefs and values.
10. Adequate personal health, social maturity and emotional stability to fulfill the functions of the position.

**Knowledge, Skills and Abilities**

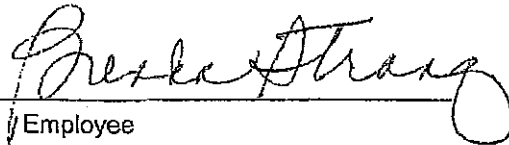
1. Demonstrates appropriate skill level and capability in the operation of computers and general office software programs, including word-processing, spread-sheet, and database software, as required in your department.
2. Pays careful attention to detail; works with accuracy and maintain neat, well-organized records
3. Works cooperatively with external partners and constituencies.
4. Maintains flexibility; working with frequent interruptions and multiple and changing priorities
5. Demonstrates conviction about the capacity of people to grow and change
6. Effectively organizes work to meet frequent and/or multiple deadlines, handle multiple tasks simultaneously, and manage conflicting priorities and demands
7. Supervise employees effectively
8. Prepares and reviews programmatic and/or agency budget reports.
9. Analyzes problems and devises effective solutions based on sound judgment
10. Works independently, exercises initiative, and accomplishes tasks without continuous supervision
11. Plans procedures and coordinates complex departmental operations; Demonstrates emphasis on improving quality of staff, systems, and environment
12. Sets measurable goals and evaluates achievement of goals.
13. Gives and receives feedback and evaluation as an improvement tool
14. Actively and cooperatively participates in self-directed management teams or groups.

### Qualifications

1. Four-year degree in business administration, management, or a related field, plus three years progressively responsible experience in human resources management, and office management.
2. Three (3) years' progressively responsible experience in human resources management and office management.
3. Minimum of two (2) years' supervisory experience.

This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.

I have read and understand this Job Description.

  
\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENTS

I acknowledge receipt of, and agree to abide by SafePlace's Manuals. I have had these policies, practices, and procedures explained to me, and understand them as they apply to my employment:

Personnel Manual      WorkSafe Manual      Security Manual  
Information Technology Manual      Financial Policies      Client Services Policies

Kitt Kuzi  
Employee

7/12/11  
Date

I understand that all future modifications to the above-stated Manuals will be updated electronically with receipt. The employee is responsible for adherence to any modifications that may occur.

Kitt Kuzi  
Employee

7/12/11  
Date

### JOB DESCRIPTION

I have been given a copy of the Job Description for my new position. I have read and understand my duties as they apply to my employment.

Kitt Kuzi  
Employee

7/12/11  
Date

### DRUG-FREE WORKPLACE

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SafePlace workplace. This policy includes all SafePlace facilities, vehicles, lockers, workspaces, and parking lots and covers all staff, volunteers, clients, or contractors. These activities are subject to disciplinary action, up to and including immediate termination. By acknowledgement below, you signify that you understand and will abide by this policy.

Kitt Kuzi  
Employee

7/12/11  
Date

### ORIENTATION & TRAINING (HHSC)

I received an oral orientation and initial training about the organization.

Kitt Kuzi  
Employee

7/12/11  
Date



**SafePlace**  
Ending Sexual & Domestic Violence

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*Donna Stockton-Hicks*

**Executive Director**

*Julia Spann*

Ernestine (Kitt) Krejci has participated and presented in New Employee Orientations for SafePlace since February, 2004.

As our procedure for New Employee Orientation did not include a sign-in sheet in 2004 for participants, I have included New Employee Agendas from 2004 through 2011, which has carried into 2012, showing that she has presented at every New Employee Orientation since 2004.

As facilitator of this training since 2002, I can verify and confirm that Ernestine (Kitt) Krejci has participated and presented in New Employee Orientation since 2004.

*Brenda Strang 4/3/2012*

Brenda Strang  
Director of Human Resources

a project of



PO Box 1945 Austin, TX 78760  
254-441-8000 FAX 254-441-8001  
FAX 254-441-8001 FAX 254-441-8001  
FAX 254-441-8001 FAX 254-441-8001

**2011 New Employee Orientation presenters:**

The New Employee Orientation has been streamlined to include short presentations by Deaf Services and Disability Services. This means that the wealth of information previously presented has been pared down to a manageable amount for the participants to retain.

The NEO presentation is now a power point to insure that all groups throughout the year receive the same information. Some areas have been included in other areas, and some presentation duties now will be shared/ rotated.

I have listed the new Agenda times below. As the February 10<sup>th</sup> NEO is the first presentation of this power point and agenda, the times may be a little off, for the actual presentation will provide the pacing information. I hope I have given sufficient time for your information. I appreciate your flexibility around this.

If you would like to change any information on your slides, please let me know.

Thank you so much for your participation in NEO!

**NEW AGENDA**

<b>8:30 – 9:40</b>	<b>Mission/Vision/Philosophy What We do Code of Conduct History Strategic Plan</b>	<b>JULIA SPANN</b>
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**BREAK**

<b>9:50 – 10:35</b>	<b>Scope of Services</b>	<b>ROTATING PROG HEADS</b>
<b>10:35 - 10:50</b>	<b>Revenue/Expenses</b>	<b>KITT/AMY T (ROTATING)</b>
<b>10:50 – 11:00</b>	<b>Security</b>	<b>KARL</b>

**BREAK**

<b>11:05 – 11:35</b>	<b>Deaf Culture Awareness</b>	<b>DEAF SVCS</b>
<b>11:35 – 12:05</b>	<b>Disability Services Awareness</b>	<b>DIS SVCS</b>

Lease Addendum A  
Supportive Housing Program  
Self-Sufficiency Plan and Service Agreement

108201

My permanent housing goal is: Safe, permanent, affordable housing

To reach my goal, I will:	My Advocate will help me by:	Goal Date: <sup>Dec</sup> 2011	Completed:
stay in Austin are more than informed → on Grove Place wait list → apply to 1-2 Project Based Section 8 Hpts. → research affordable housing → look at housing market	→ check wait list → give referrals & information → help with research and paperwork	ongoing May 2011 Dec 2011	

My increased income/self-sufficiency goal is: full-time permanent job in a medical office or a hospital

To reach my goal, I will:	My Advocate will help me by:	Goal Date:	Completed:
→ complete Job Training Institute course / medical → complete computer training and medical terminology → apply for better jobs	providing referral support " referral to Employment Specialist	summer 2011 summer 2011	

My increased self-determination goal is: \_\_\_\_\_

To reach my goal, I will:	My Advocate will help me by:	Goal Date:	Completed:
complete all legal cases: battered criminal case, CPS, divorce	support, court accompaniment	?	
Help children heal through Positive Parenting, Counseling, good experiences & opportunities.	referrals, service coordination	ongoing	

I, \_\_\_\_\_, have identified my goals in this service plan and will work toward them. I understand that I will complete the Supportive Housing Program when I obtain permanent housing, and I agree to exit transitional housing as soon as I achieve this goal. I have been informed that I will have the option to participate in six months of follow-up advocacy services after I move into permanent housing. I understand that services will end with my Supportive Housing Advocate after six months of follow-up advocacy. I have been provided with information about other SafePlace services, and I understand that I can access these services at any point in the future if I need to do so.

Client Signature  
 Advocate Signature

3-16-11  
 Date  
 3/16/11  
 Date





Enoch

## Expect Respect Intake Coversheet

### Expect Respect Program and Service Plan

SafePlace is an agency in Austin that helps people who have experienced family violence or sexual assault and works to prevent these forms of abuse in our community. The Expect Respect Program provides counseling and support groups in schools so that young people have a safe place to talk about their feelings and experiences with each other and hopefully learn some new ways to have safe and healthy dating relationships. The group will last 24 sessions and cover the following topics: developing group skills, defining equality and respect, recognizing abusive relationships, learning skills for conflict resolution, and raising awareness among peers.

### Confidentiality Policy

What you talk about is confidential. That means that the Expect Respect facilitator will not repeat what you say to others including your teachers, counselors, other students or your parents. Some kinds of information cannot be kept confidential. If you share that you or another minor has been abused or assaulted, the Expect Respect facilitator is required by law to report this information to the Department of Protective and Regulatory Services or the Austin Police Department. If you tell, or the Expect Respect facilitator suspects that you are in serious danger of hurting yourself or someone else, he/she will contact outside professionals to help you and to keep you and others safe. In each of the above cases, the Expect Respect facilitator will also discuss the situation with the Expect Respect supervisor, you, your school counselor and your parent/guardian so that everyone can work together for your safety and that of others.

### Information Provided to AISD


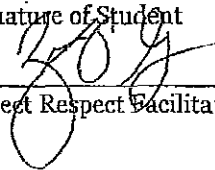
Your attendance in Expect Respect and your responses to a feedback form at the end of the program are provided to the AISD Office of Evaluation. This information is used to help evaluate program effectiveness.

### Information is not confidential:

- If you have been abused or assaulted by an adult in the past and never reported it to an authority.
- If you are in serious danger because someone is hurting you or you are hurting yourself.
- If you are going to hurt someone else, or you believe that another person is in serious danger.
- If you give your permission to share information to other adults.
- If court orders are issued.

### Student Rights

- ☒ I understand the confidentiality policy. I will also keep confidentiality of other group members.
- ☒ I want to participate in the Expect Respect Program. I understand that my participation is voluntary and that I can stop participating at any time. I have the right to a physically and emotionally safe counseling environment, to ask questions, and to refuse to answer questions. If I have any complaints about my Expect Respect facilitator, I can talk to my school counselor or the Expect Respect Program Director at SafePlace, Barri Rosenbluth, 356-1628. I have received a copy of these rights and the services that are being offered.
- ☐ I do not want to participate in the Expect Respect Program.

 - CLIENT 11701 9/28/11  
Signature of Student Date  
 09/28/11  
Expect Respect Facilitator Date

# El Programa de Vivienda Transitoria con Apoyo: SHP

Plan de Autosuficiencia

Mi meta de vivienda permanente es: Tener ya mi casa

Para alcanzar mi meta, yo voy a:	Mi trabajadora me ayudará a:	Fecha de la meta:	Completado:
Continuar en lista de espera Buscar más vivienda de bajo recurso y aplicar	estar viendo en que tiempo puedo acudir a Houseen	continuo No se mayo/junio	No se

Mi meta de aumentar mis ingresos/ auto-suficiencia es: Cambiar de trabajo

Para alcanzar mi meta, yo voy a:	Mi trabajadora me ayudará a:	Fecha de la meta:	Completado:
buscar mejor trabajo y esperar	Dar referencias y apoyo	continuo No se	
seguir trabajando.		continuo	

Mi meta de tomar buena decisiones por mi misma es: Consejería

Para alcanzar mi meta, yo voy a:	Mi trabajadora me ayudará a:	Fecha de la meta:	Completado:
consejería individual grupo de apoyo	dar referencia	febrero/marzo	
clases de estrategias para vivir	referir a la clase	agosto	

Yo, [Redacted], he identificado mis metas en este plan de servicio y me prepararé para alcanzarlas. He sido proporcionado(a) con información acerca de otros servicios de Un Lugar Seguro, SafePlace. Entiendo que una vez que haya logrado mis metas, la administración de mi caso con la trabajadora y el Apoyo de Recursos terminará. Entiendo que puedo obtener acceso a estos y cualquier otro servicio de Un Lugar Seguro, SafePlace, en el futuro si es necesario.

Firma del Cliente

Firma de Trabajadora

Fecha

Fecha

Mem of  
132432

SafePlace:  
Centro de Sobrevivientes de Violencia Domestica y Asalto Sexual

### POLÍZA/ACUERDO DE CONFIDENCIALIDAD

Entiendo que tengo la responsabilidad de apoyar y respetar la políza de confidencialidad de SafePlace.

Entiendo que cualquier información acerca de la identidad de individuos recibiendo servicios en SafePlace deberá ser mantenida confidencial en todo momento. Entiendo también que cualquier información acerca de los individuos recibiendo servicios en SafePlace deberá ser mantenida confidencial. El acuerdo de confidencialidad cubre los servicios rendidos por SafePlace y la información compartida por los clientes mientras reciben servicios.

Las únicas excepciones a esta políza de confidencialidad son las siguientes:

1. Cuando SafePlace es obligado por ley a reportar sospechas de abuso infantil, abuso a ancianos y/o abuso a una persona con una incapacidad; amenazas de homicidio, homicidas o suicidas, el personal esta autorizado para cumplir con la ley a hacer todos los reportes exigidos.
2. Cuando un cliente de SafePlace firma una autorización especifica para dar información y la autorización está en el archivo del cliente, la autorización será respetada.
3. SafePlace cumplirá con órdenes del tribunal y citaciones apropiadamente entregadas.
4. El personal de SafePlace es obligado a reportar información de actos ilegales o sexualmente explotivos de otros profesionales o organizaciones de salud mental.
5. Si es necesario para el beneficio del cliente, información del cliente puede ser compartida entre el personal o voluntarios de SafePlace para asistir en la provisión de servicios.

He leído, entendido, y acordado en seguir y respetar la Políza de Confidencialidad descrita arriba, mientras este en SafePlace y después de finalizar mi asociación con la organización.



Firma



Nombre en letra de molde

Fecha: 10/12/11

Por favor marque la caja apropiada que describe su relación con SafePlace:

- ☒ Cliente  
☐ Miembro de la Meza Directiva/Fundación  
☐ Voluntario  
☐ Personal  
☐ Otro \_\_\_\_\_

## Derechos del Cliente

Residencia en el programa del Refugio en Safe Place es voluntaria. Los residentes del Refugio tiene que acceder a atenerse a las reglas de la casa y sus limitaciones en este Programa.

Usted, el cliente, tiene el derecho de:

- Recibir los servicios básicos del refugio, incluyendo trabajo del caso y acceso concreto disponible de las necesidades básicas.
- Recibir conserjería o terminarla sin obligación o acosamiento.
- Un ambiente seguro, libre de abuso físico, emocional o sexual
- Reportar un comportamiento no ético o ilegal de un empleado de la agencia
- Hacer preguntas acerca de su trabajo de caso o conserjería, u otros servicios Provistos por el refugio.
- Solicitar y recibir información acerca de la capacidad o competencia de los empleados del refugio incluyendo la licencia, educación, entrenamiento experiencia. Membresía o asociación profesional, especialización y limitaciones.
- Negarse a responder cualquier pregunta o dar información que usted escoja no Revelar.
- Conocer los límites de confidencialidad y las circunstancia en la cual un Empleado de la agencia esta legalmente exigido a revelar la información a otros.
- Saber si hay supervisores, consultantes, estudiantes, miembros de equipo u otros Con quien su trabajadora social o consejera discutirá su caso.
- Revisar o leer su archivo de cliente en presencia de su trabajadora social o Supervisor.

Iniciales del cliente



Fecha 10-12-11

Mom of 133422

SafePlace:  
Centro de Sobrevivientes de Violencia Domestica y Asalto Sexual

POLIZA/ACUERDO DE CONFIDENCIALIDAD

Entiendo que tengo la responsabilidad de apoyar y respetar la poliza de confidencialidad de SafePlace.

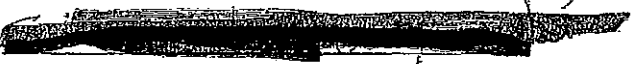
Entiendo que cualquier información acerca de la identidad de individuos recibiendo servicios en SafePlace deberá ser mantenida confidencial en todo momento. Entiendo también que cualquier información acerca de los individuos recibiendo servicios en SafePlace deberá ser mantenida confidencial. El acuerdo de confidencialidad cubre los servicios rendidos por SafePlace y la información compartida por los clientes mientras reciben servicios.

Las únicas excepciones a esta poliza de confidencialidad son las siguientes:

1. Cuando SafePlace es obligado por ley a reportar sospechas de abuso infantil, abuso a ancianos y/o abuso a una persona con una incapacidad; amenazas de homicidio, homicidas o suicidas, el personal esta autorizado para cumplir con la ley a hacer todos los reportes exigidos.
2. Cuando un cliente de SafePlace firma una autorización específica para dar información y la autorización está en el archivo del cliente, la autorización será respetada.
3. SafePlace cumplirá con órdenes del tribunal y citaciones apropiadamente entregadas.
4. El personal de SafePlace es obligado a reportar información de actos ilegales o sexualmente explotivos de otros profesionales o organizaciones de salud mental.
5. Si es necesario para el beneficio del cliente, información del cliente puede ser compartida entre el personal o voluntarios de SafePlace para asistir en la provisión de servicios.

He leído, entendido, y acordado en seguir y respetar la Poliza de Confidencialidad descrita arriba, mientras este en SafePlace y después de finalizar mi asociación con la organización.

  
Firma

  
Nombre en letra de molde

Fecha: 10/19/2011

Por favor marque la caja apropiada que describe su relación con SafePlace:

☒ Cliente

☐ Miembro de la Mesa Directiva/Fundación

☐ Voluntario

☐ Personal

☐ Otro \_\_\_\_\_

## Derechos del Cliente

133422

Residencia en el programa del Refugio en Safe Place es voluntaria. Los residentes del Refugio tiene que acceder a atenerse a las reglas de la casa y sus limitaciones en este Programa.

Usted, el cliente, tiene el derecho de:

- Recibir los servicios básicos del refugio, incluyendo trabajo del caso y acceso concreto disponible de las necesidades básicas.
- Recibir conserjería o terminarla sin obligación o acosamiento.
- Un ambiente seguro, libre de abuso físico, emocional o sexual
- Reportar un comportamiento no ético o ilegal de un empleado de la agencia
- Hacer preguntas acerca de su trabajo de caso o conserjería, u otros servicios Provistos por el refugio.
- Solicitar y recibir información acerca de la capacidad o competencia de los empleados del refugio incluyendo la licencia, educación, entrenamiento experiencia. Membresía o asociación profesional, especialización y limitaciones.
- Negarse a responder cualquier pregunta o dar información que usted escoja no Revelar.
- Conocer los límites de confidencialidad y las circunstancias en la cual un Empleado de la agencia esta legalmente exigido a revelar la información a otros.
- Saber si hay supervisores, consultantes, estudiantes, miembros de equipo u otros Con quien su trabajadora social o consejera discutirá su caso.
- Revisar o leer su archivo de cliente en presencia de su trabajadora social o Supervisor.

Iniciales del cliente

[Redacted]

Fecha

10/19/11



Mem of

133619

**SafePlace:**  
**Domestic Violence & Sexual Assault Survival Center**

**CONFIDENTIALITY POLICY/AGREEMENT**

I understand that I have the responsibility to uphold SafePlace's confidentiality policy.

I understand that any information concerning the identity of individuals served by SafePlace is to be kept confidential at all times. I also understand that any information about the individuals served by SafePlace is to be kept confidential. The confidentiality agreement covers the services rendered by SafePlace and the information shared by the clients in the course of receiving services.

The only exceptions to the above confidentiality policy are as follows:

1. When SafePlace is bound by the law to report suspected child abuse, elder abuse and/or the abuse of a person with a disability; homicide, homicidal or suicidal threats, the staff is authorized to comply with the law by making all required reports.
2. When a SafePlace client signs a specific authorization to release information and the authorization is in the client's file, the authorization will be honored.
3. SafePlace will comply with court orders and properly issued subpoenas.
4. When SafePlace staff are bound by state law requirements to report abusive, illegal or sexually exploitive acts by other mental health professionals or organizations.
5. If necessary for the client's benefit, client information may be shared among SafePlace staff or volunteers to assist in service provision.

I have read, understood, and agree to comply with the Confidentiality Policy described above while at SafePlace and after ending my association with the organization.



Signature



Print Name

Date: 11/2/11

Please mark the appropriate box that describes your relationship to SafePlace:

- ☒ Client  
☐ Board/Foundation Member  
☐ Volunteer  
☐ Staff  
☐ Other \_\_\_\_\_

Revised and approved 8/01  
SafePlace Board of Directors

133619

## Client's Bill of Rights

You, the client, have the right to:

- a safe environment, free from sexual, physical, or emotional abuse
- request information about your counselor's qualifications, including licensure and education
- ask questions about your counseling
- refuse to answer any questions that you prefer not to answer
- know the limits of confidentiality and the circumstances in which a counselor is required to disclose information to others
- know if there are supervisors or others with whom your counselor will consult regarding your work together
- request a summary of your file
- discuss concerns or disagreements about your work with your counselor, or file a grievance, according to the policy outlined on the reverse
- report unethical and illegal behavior by a counselor or licensed social worker by calling the Texas Board of Examiners of Professional Counselors (1-800-942-5540) or the Texas Board of Social Work Examiners (1-800-232-3162)
- end counseling without obligation or harassment.

Client Initials



Date:

11-2-2011

Chd 108201

**SafePlace:**  
**Domestic Violence & Sexual Assault Survival Center**  
**CONFIDENTIALITY INFORMATION FOR CLIENTS**

Please read this information about confidentiality as it relates to your status as an agency client:

- 1) You have the right to see any documentation of services provided to you or your children that is kept in agency client files. If you want to see your file at any time, just ask a staff person. You can look at your file in the presence of a staff person.
- 2) Agency client files, including yours, have information in them about the dates of services provided to you, a brief description of those services and interactions, and goals or service plans. These records are kept to ensure staff accountability, and to confirm service delivery. These records are made by your caseworker, advocate, counselor, and sometimes by other agency staff with whom you have met.
- 3) The staff working directly with you, their supervisors and our data entry staff have regular access to your file. Government agencies that provide money that support our programs monitor a few client files every year.
- 4) The agency has a strict confidentiality policy, which you have signed.
- 5) The agency must respond to requests for public information about the agency through the Texas Public Information Act. Information in your client file is protected from these requests and will not be given out.
- 6) If you would like a staff person to be able to release information about your case to someone else, you can sign a release of information form to make that possible. Just ask your caseworker or advocate.
- 7) The agency keeps your file for several years. We reserve the right to destroy it any time four years after you stop receiving services from us. We destroy files by shredding the file contents.
- 8) After you have stopped receiving services, your file is closed and stored behind at least two locks. The information listed above in the description of your file contents will be kept in your file until the file is destroyed.

If you want a copy of your file, please ask a staff person to help arrange for you to have a copy. You will need to sign a release of information, and will be provided with a copy of your file.

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**Client's Bill of Rights**

You, the client, have the right to:

- a safe environment, free from sexual, physical, or emotional abuse.
- request information about your Advocate's qualifications, including any licensure or education.
- ask questions about your services.
- refuse to answer any questions that you prefer not to answer.
- know the limits of confidentiality and the circumstances in which a staff member is required to disclose information to others.
- know if there are supervisors or others with whom your Advocate will consult regarding your work together.
- request a summary of your file.
- discuss concerns or disagreements about your work with your Advocate, or file a grievance, according to the policy outlined on the following page.
- report unethical or illegal behavior by a counselor or licensed social worker by calling the Texas Board of Examiners of Professional Counselors (1-800-942-5540) or the Texas Board of Social Work Examiners (1-800-232-3162).
- end services without obligation or harassment.

108201

## Guidelines for Termination of Client Services

In most situations, termination of services to clients will be planned cooperatively by the client and the staff person with whom s/he is working. With Supportive Housing residents, the goal is to plan to terminate services after permanent housing has been obtained and self-sufficiency established. However, non-voluntary termination of services may be initiated by staff for reasons including, but not limited to:

- Demonstration of unsafe behavior(s) by a client such as harassment, threats, verbal and/or physical violence to staff or other clients.
- Determination that SafePlace services do not appropriately meet the needs of a client and/or that the needs of a client are beyond the scope of care provided by SafePlace.
- Determination that a client is not benefiting from the services provided by SafePlace.
- Lack of stability required to effectively utilize advocacy services.
- Any release of information about other clients, especially information that might put the person in danger.
- Inability to keep scheduled appointments.
- More detail about client rights and responsibilities, as well as grounds for termination of lease, may be found in the Supportive Housing lease contract.
- When a client for whom services were previously terminated requests further services, consideration will be given to the former client's safety concerns.

## SAFETY AND SECURITY PROCEDURES

Because SafePlace serves survivors of both sexual and domestic violence, we ask all clients to be mindful of your personal safety as you come and go and participate in services provided here at the Resource Center. Staff and hotline are always available to help you address safety concerns and plan for personal safety here, at home, and out in the community. This is an important aspect of the services provided by SafePlace.

When arriving at SafePlace, you will be required to identify yourself, who you are coming to see, and whether or not you have an appointment. This is to insure that only those who have reason to be here are admitted to our buildings. Please remember that people who have abused you are not permitted access to any SafePlace buildings.

SafePlace services are confidential and all who come here have safety concerns. Therefore, we require that you do not release any identifying or other information regarding people you see here. To do so may put them and you at risk.

My signature indicates that I have read, understand and received copies of:

- Confidentiality Policy
- Confidentiality Information for Clients
- Client Bill of Rights
- Client Grievance Policy
- Guidelines for Termination of Services
- Safety and Security Procedures
- Description of SafePlace Services
- SafePlace Services Agreement for Non-Residential Clients
- Notice of HMIS Privacy Practices for Protected Personal Information

Client

[Redacted Signature]

Date

9-20-10

SafePlace Staff

[Signature]

Date

9/20/10

chr' 117835

Advocate Initials:  
Date Submitted:

**SafePlace:**  
**Centro de Sobrevivientes de Violencia Doméstica y Asalto Sexual**  
**INFORMACIÓN SOBRE CONFIDENCIALIDAD PARA CLIENTES**

Por favor lea esta información sobre la confidencialidad ya que trata de su estado como cliente de esta agencia:

1. Usted tiene el derecho de ver cualquier documentación contenida en los archivos de clientes de la agencia, acerca de los servicios que se la han brindado a usted y a sus hijos. Si en cualquier momento usted desea mirar su archivo, pídaselo a un miembro del personal. Usted puede mirar su archivo en la presencia de un miembro del personal.
2. Los archivos de los clientes de la agencia, incluyendo los suyos, contienen información acerca de las fechas de servicios brindados a usted, una breve descripción de esos servicios e interacciones, al igual que metas o planes de servicio. Estos archivos se mantienen para asegurar la responsabilidad del personal, y para confirmar que se le hayan brindado servicios. Estos documentos son preparados por su trabajador social, defensor, consejero y en algunas ocasiones por otro personal de la agencia con quien usted haya tenido contacto.
3. El personal que trabaja directamente con usted, los supervisores de ellos y el personal encargado de enviar datos estadísticos a un programa de computadora, tienen acceso regular a sus archivos. Agencias gubernamentales que proveen el dinero para apoyar a nuestros programas, supervisan los archivos de algunos clientes cada año.
4. La agencia tiene una póliza estricta sobre la confidencialidad, la cual usted ha firmado.
5. Esta agencia debe responder a solicitudes de información pública sobre la agencia por medio del Acto de Información Pública de Texas. La información contenida en su archivo está protegida contra estas solicitudes y no será divulgada.
6. Si usted desea que un miembro del personal revele su información a alguien más, usted puede firmar una forma en la cual nos da permiso para revelar la información. Pida una forma a su trabajador o defensor si es necesario.
7. Esta agencia mantiene su archivo por varios años. Nosotros reservamos el derecho de destruir el archivo en cualquier momento a partir de 4 años después de que usted haya dejado de recibir nuestros servicios. Al destruir los archivos, los contenidos se hacen tiras.
8. Después de que usted deje de recibir servicios, su archivo se cerrará y se guardará con por lo menos dos candados. La información detallada previamente en la descripción de los contenidos de su archivo, se mantendrá en el archivo hasta que sea destruido.

Si usted desea una copia de su archivo, por favor pídale a un miembro del personal que haga los trámites necesarios para que usted la obtenga. Para obtener una copia de su archivo, usted necesitará firmar una forma en la cual nos da permiso revelar/divulgar su información.

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**Los Derechos De Los Clientes de SafePlace**

Usted, el cliente, tiene el derecho a:

- Un ambiente seguro, libre de abuso sexual, físico, o emocional.
- Pedir información sobre las capacidades profesionales de su trabajador social, incluyendo licenciatura y educación.
- Hacer preguntas sobre su caso y plan de servicio.
- Negarse a contestar preguntas si Usted prefiere no compartir alguna información.
- Saber los límites de confidencialidad y los casos en que se le requiere (por ley) al trabajador social dar información a otras personas.
- Saber si hay supervisores u otras personas con quienes su trabajador social va a discutir su caso.
- Pedir un resumen de su archivo.
- Discutir inquietudes o desacuerdos acerca de su trabajo con su trabajador social, o someter una queja, según la póliza de la agencia.
- Reportar cualquier comportamiento ilegal o fuera de las éticas de la profesión de un terapeuta o de un trabajador social al llamar al Comité de Examinadores de Consejeros Profesionales del estado de Tejas/Texas Board of Examiners of Professional Counselors (1-800-942-5540) o el Comité de Examinadores de Trabajadores Sociales del estado de Tejas/Texas Board of Social Work Examiners (1-800-232-3162).

Advocate Initials:  
Date Submitted:

- Terminar servicios de trabajo social sin obligación o vergüenza.



Advocate Initials:

Date Submitted:

117835

## Guía de Terminación de Servicios de Cliente SafePlace: Vivienda Transitoria con Apoyo

En la mayoría de las circunstancias, la terminación de servicios será planeada cooperativamente por el cliente y el miembro del Personal con quien él trabaja. La terminación no-voluntaria de servicios puede ser iniciada por el Personal por razones incluyendo, pero no limitadas, a:

- La demostración de conductas peligrosas como acosar, amenazar, o cometer actos de la violencia verbal o física hacia el Personal u otros clientes.
- La determinación de que los servicios de SafePlace no satisfacen adecuadamente las necesidades de un cliente y/o que las necesidades de un cliente están fuera del alcance de los servicios ofrecidos por SafePlace.
- La determinación de que un cliente no beneficia de los servicios ofrecidos por SafePlace.
- La falta de estabilidad requerida para utilizar bien los servicios ofrecidos por su trabajo social.
- Cualquier revelación de información acerca de otros clientes, especialmente información que puede poner en peligro a la persona.
- La incapacidad de asistir a las citas arregladas.
- Cuando un cliente que ya terminó servicios en el pasado regresa y pide servicios adicionales, se considerará la seguridad y el riesgo del cliente.

### Procedimientos de Seguridad

Por la razón de que SafePlace brinda servicios a sobrevivientes de violencia doméstica y sexual, pedimos a todos los clientes que estén conscientes de su seguridad personal cuando pasan por el Centro de Recursos (Resource Center) y participan en los servicios aquí.

El Personal y la Línea de Crisis están disponibles para ayudarle a hacer su plan de seguridad personal durante su estadía aquí, en casa y afuera en la comunidad. Esto es un aspecto importante de los servicios ofrecidos por SafePlace.

Al llegar a SafePlace, se le requerirá identificarse y decir con quien tiene cita. Este proceso sirve para asegurar que sólo a las personas que tienen por qué estar aquí, se les permitirá entrar en nuestros edificios. Favor de recordar que a las personas abusivas no se les permite ningún acceso a cualquier edificio de SafePlace.

Los servicios de SafePlace son confidenciales, y todos que vienen aquí tienen preocupaciones por su seguridad. Usted no puede compartir ningún tipo de identificación u otra información con respecto a personas que conoce aquí. A compartir información personal de otra persona, usted puede poner en riesgo a todos los clientes y a usted también.

**He leído, he entendido, y estoy de acuerdo en cumplir con las pólizas. He recibido copias de:**

- ☒ Póliza/Acuerdo de Confidencialidad
- ☒ Información Sobre Confidencialidad para Clientes
- ☒ Los Derechos de los Clientes de SafePlace
- ☒ Procedimiento Sobre Quejas de Clientes
- ☒ Guía para Terminación de Servicios de Cliente
- ☒ Procedimientos de Seguridad
- ☒ Acuerdo de Servicios con SafePlace
- ☒ Aviso de las Prácticas de Privacidad de HMIS para la Información Personal Restringida

Cliente

Fecha

01/07/09

Trabajadora Social

Fecha

1/7/09

Here is the information on our walk in registration hours. Please let me know if something is not clear. My contact info is below as well.

*Here is my little disclaimer about distributing this info. Please do not post or set out copies of our walk in information. Due to concerns for client security, this information should not be posted. All client referrals should be directed to my number. Let me know if you have any questions.*

Here at SafePlace we provide free counseling to survivors of domestic violence and/or sexual violence. Our counseling services consist of individual counseling with a limit of 20 sessions, family counseling with a limit of 40 sessions, phone counseling with a limit of 10 sessions (not available for family counseling or minors) and support groups. Once a client is registered for support group they may start attending group. Support groups are on Tuesday and Thursday evenings from 6:30 PM to 8 PM.

We are currently maintaining wait lists for our phone counseling and individual/family counseling services. To get on our wait list for services, an intake needs to be completed. Intakes are completed at our walk in registration hours.

Our registration process is for individuals to come into our agency to fill out our registration forms and speak with a counselor in person. We have walk in hours for the public to come speak with a counselor and get assistance if needed with our forms. The walk-in-hours are every Tuesday and Wednesday from 8:30 AM to 4:00 PM. You do not need an appointment for walk in but occasionally due to volume of walk-ins you may wait 30 minutes before speaking with someone.

The forms are not lengthy but you should also plan on 45 minutes to an hour when speaking with one of the members of our counseling team.

We ask that you please do not bring children for the intake. If you have any questions regarding this, please phone the Counseling Intake Coordinator.

We are located at: 1515 Grove Blvd, BLDG A, Austin, TX 78741 There is not a SafePlace sign out front however there is a long black gate around our campus and after entering the gate with the sign that says 1515 and an arrow pointing right, look for the building with the blue roof to find our Resource Center. You will need to press a button on the outside of our door to announce to the secretary that you are here to register for counseling.

If you are lost trying to get here, please call our 24 hour hotline at 267.7233.

If you wish to speak to someone before coming to walk in hours, please phone Joanna Slauter, SafePlace Counseling Intake Coordinator at 356.1648.

Joanna Slauter  
Counseling Intake Coordinator  
512-356-1648(o) | 512-385-0662 (f)  
SafePlace | P.O. Box 19454 | Austin, TX 78760  
24-hr Hotline: 512.267.SAFE (7233) or  
512.927.9616 TTY for the Deaf Community  
[www.SafePlace.org](http://www.SafePlace.org)

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
TEXAS DEPARTMENT OF FAMILY  
AND PROTECTIVE SERVICES, REGION #7  
AND  
TRAVIS COUNTY DOMESTIC VIOLENCE AND SEXUAL ASSAULT SURVIVAL  
CENTER (DBA SAFEPLACE)

**I. PURPOSE**

This agreement is between the Texas Department of Family and Protective Services, Region # 7 [including both the Child Protective Services (CPS) and Adult Protective Services (APS) divisions], hereafter DFPS, and the Family Violence Shelter Travis County Domestic Violence and Sexual Assault Survival Center (dba SafePlace), hereafter Shelter. The purpose of this agreement is to establish policies and procedures to facilitate cooperation between DFPS and the Shelter in the areas described below.

**II. TERMS**

The terms used in this document are defined in the attached glossary.

**III. NONDISCRIMINATION**

The Shelter and DFPS will not discriminate in the provision of services based on race, color, national origin, sex, sexual orientation, disability, age, political beliefs, or religion.

**IV. ASSESSMENT**

*A. The Shelter agrees to:*

1. Screen cases for child abuse or neglect during intake;
2. Screen cases for abuse, neglect or financial exploitation of an adult who is disabled or is age sixty-five or older during intake;
3. Observe physical or behavioral signs for evidence of abuse or neglect of children, disabled adults or adults sixty-five or older and for evidence of, or information regarding, financial exploitation of disabled adults or adults sixty-five or older; and
4. Document assessment information obtained pursuant to the rules and regulations of the Health and Human Services Commission.

*B. DFPS agrees to:*

1. Screen APS and CPS cases for the presence of domestic violence;
2. Observe physical or behavioral signs of domestic violence; and
3. Document domestic violence according to Section 40.0521(a) of the Human Resources Code, department rule, and policy.

## V. REPORTING AND REFERRALS

Section 261.101 of the Texas Family Code requires persons to report suspected abuse or neglect of children. Section 48.051 of the Human Resources Code requires persons to report suspected abuse, neglect, or exploitation of elderly or disabled adults.

A. *The Shelter agrees* to assure that abuse, neglect, and exploitation are reported to the DFPS Hotline, 1-800-252-5400, in the following situations and in the following manner:

1. For child abuse or neglect,
  - a. If the parent or child indicates that abuse or neglect has occurred, Shelter staff will,
    - i) Encourage the parent to report the abuse or neglect to DFPS and ensure that this occurs; or
    - ii) Report the abuse or neglect to DFPS if the parent does not.
  - b. Shelter staff having cause to believe that a child is being, has been, or may be abused or neglected will report the following information, if known, to DFPS as required by Section 261.104 of the Family Code whether or not the parent admits abuse or neglect has occurred:
    - i) The name and address of the child;
    - ii) The name and address of the person responsible for the care, custody, or welfare of the child; and
    - iii) Any other pertinent information concerning the alleged or suspected abuse or neglect.
2. For adult abuse, neglect, or exploitation,
  - a. If a covered adult indicates that he or she has been abused, neglected, or exploited, Shelter staff will,
    - i) Encourage the adult to report the abuse, neglect, or exploitation to DFPS and ensure that this occurs; or
    - ii) Report the abuse, neglect, or exploitation to DFPS if the adult does not.
  - b. Shelter staff having cause to believe that an elderly or disabled person is being, has been, or may be abused, neglected, or exploited shall report the following information, if known, to DFPS as required by Section 48.051(d) of the Human Resources Code whether or not the covered adult admits that abuse, neglect, or exploitation has occurred:
    - i) The name, age, and address of the elderly or disabled person;
    - ii) The name and address of any person responsible for the elderly or disabled person's care;
    - iii) The nature and extent of the elderly or disabled person's condition;
    - iv) The basis of the reporter's knowledge; and
    - v) Any other relevant information.

B. *DFPS agrees* to see that individuals whose safety may be jeopardized due to domestic violence receive accurate information regarding domestic violence. If CPS or APS clients indicate that they are experiencing domestic violence, then the caseworker will:

1. Inform the client about domestic violence services available in the community, including shelter and nonresidential services, as required by Section 40.0521(b), Human Resources Code;
2. Create a safety plan with the adult victim that addresses the safety of both the adult victim and the child victim. The plan will include the basics of a standard domestic violence safety plan;
3. Contact the liaison at the shelter if the client desires to access shelter services or if the caseworker has referred the client to the shelter; and
4. If an ongoing DFPS case is opened, any plan of service for the child, adult victim of domestic violence, or the perpetrator of domestic violence should address issues relating to domestic violence.

## VI. INVESTIGATIONS

When DFPS receives an allegation of abuse or neglect of a child or abuse, neglect, or exploitation of an adult who is disabled or is age sixty-five or older who may be residing at the Shelter, the following procedures are agreed to promote effective investigations within the limits of each agency's legal authority and responsibility.

### A. *The Shelter agrees:*

1. To verify that the person requesting access to a parent, child, or covered adult is a CPS or APS caseworker;
2. After verification, to ensure that the liaison or designee at the shelter responds to the call immediately;
3. That the liaison will assist in arranging an interview with the parent and children or covered adult, if residing in the shelter;
4. To answer questions if the shelter staff person has information about allegations of abuse, neglect, or exploitation;
5. To share relevant records, if the client signs a waiver; and
6. To release records that directly relate to the suspected abuse, neglect, or exploitation as required by Section 261.303, Texas Family Code and Section 48.154, Human Resources Code, if the shelter made the report.

Note: DFPS Regions and local shelters may agree to add additional items as appropriate.

**B. DFPS agrees to:**

1. Contact the liaison or designee at the Shelter to request an interview with the client and/or children;
2. Expect Shelter staff to verify that the person requesting an interview is a CPS or APS caseworker;
3. Attempt to arrange through the Shelter liaison or designee an interview with the client and/or children at an agreed location; and
4. Interview any Shelter staff person who has first-hand knowledge of relevant information;

Note: DFPS regions and local shelters may agree to add additional items as appropriate, including, for example, agreed-upon procedures for handling unaccompanied children brought to the shelter by DFPS.

## **VII. CONFIDENTIALITY**

Both DFPS and the Shelter have strict confidentiality laws and rules governing the release of information. Both DFPS and the Shelter, consistent with each of their laws and rules, agree to share information necessary to coordinate services and ensure safety. In addition:

**A. The Shelter agrees to provide information relevant to a DFPS investigation or the delivery of services:**

1. If the parent or covered adult has signed a release; or
2. If the Shelter staff reported the abuse, neglect, or exploitation.

**B. DFPS agrees to:**

1. De-identify any information in the DFPS record that reveals or tends to reveal the location of the Shelter or the client and/or children when they are or have been residing at a Shelter;
2. Only release information as provided by statute and DFPS administrative rules, which include the following:
  - a. Information is not released until an investigation is closed; and
  - b. Information is not released until the record is de-identified as required by statute and DFPS administrative rules, or as ordered by a court. (See Texas Family Code, §261.201, Confidentiality and Disclosure of Information; Title 40, Texas Administrative Code, Subchapter B, Confidentiality and Release of Records; and Human Resources Code, §48.101, Confidentiality and Disclosure of Information; Agency Exchange of Information.)

Note: DFPS administrative rules already give DFPS the authority to withhold information when the release of the information would endanger the life or safety of any individual.



## VIII. LIAISONS

- A. *The Shelter agrees* to appoint an individual to serve as the shelter liaison with DFPS to:
1. Notify the designated DFPS liaison when special factors in the client's (or children's) situation makes the normal DFPS response time to reports of abuse, neglect, or exploitation insufficient to adequately protect the victims;
  2. Assist DFPS with the development of a domestic violence safety plan and the DFPS plans of service for adult victims of domestic violence and, when possible, perpetrators of domestic violence;
  3. Assist in resolving conflicts as described below; and
  4. Serve as the point of contact to address any general concerns between the Shelter and DFPS.
- B. *DFPS agrees* to appoint a CPS liaison and an APS liaison with the Shelter to:
1. Facilitate an appropriate response time to reports of abuse, neglect, or exploitation in special cases;
  2. Coordinate with the shelter liaison and the CPS or APS caseworker in the development of a domestic violence safety plan and the DFPS plan of service for adult victims of domestic violence and, when possible, perpetrators of domestic violence;
  3. Assist in resolving conflicts as described below; and
  4. Serve as the point of contact to address any general concerns between the Shelter and DFPS.
- C. The Shelter and DFPS agree to notify each other promptly and in writing if the name or contact information for the Shelter, CPS or APS liaison changes or is replaced.

## IX. RESOLUTION OF CONFLICTS BETWEEN DFPS AND THE SHELTER

- A. *The Shelter agrees:*
1. If a conflict between the Shelter staff and DFPS occurs, the Shelter staff person will first attempt to resolve the conflict with the APS or CPS caseworker.
  2. If the matter remains unresolved, the Shelter staff person will contact the designated Shelter liaison and inform his or her supervisor. The designated Shelter liaison will then contact the designated DFPS liaison to work toward resolution.
- B. *DFPS agrees:*
1. If a conflict between DFPS and the Shelter staff occurs, the APS or CPS caseworker will first attempt to resolve the conflict with the shelter staff.
  2. If the matter remains unresolved, the APS or CPS caseworker will contact the designated DFPS liaison and inform his or her supervisor. The designated DFPS liaison will then contact the designated Shelter liaison to work toward resolution.

## X. INTERAGENCY TRAINING

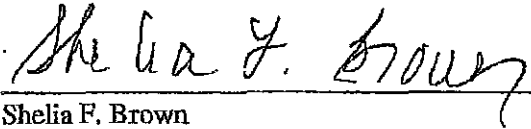
*The Shelter and DFPS both agree that:*

- A. Training concerning each agencies' programs is necessary for smooth cooperation between the Shelter and DFPS; and
- B. Each agency will participate in interagency training on a regular basis.

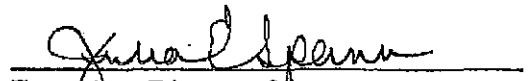
## XI. REVIEW OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will be reviewed annually and amended in writing upon mutual agreement. Either party may terminate this Memorandum of Understanding upon thirty days' notice. This Memorandum of Understanding remains in effect until termination.

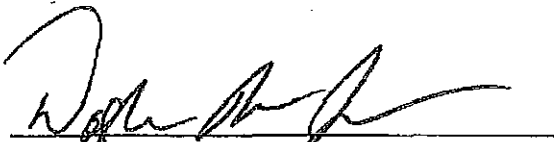
This Memorandum of Understanding is executed by the undersigned persons in their official capacities as stated below, to be effective the 1st day of January, 2012.



Shelia F. Brown  
DFPS/CPS Regional Director for Region 7



Executive Director for Travis County  
Domestic Violence and Sexual Assault  
Survival Center (dba SafePlace)



Doyle Ross Jackson  
DFPS/APS Regional Director for Region 7

## GLOSSARY

Terms used in the MEMORANDUM OF UNDERSTANDING have the following meanings:

Adult abuse, neglect, or exploitation – The abuse, neglect, or exploitation of an elderly or disabled adult as defined in Section 48.002 of the Human Resources Code.

APS – The Adult Protective Services division of the Texas Department of Family and Protective Services charged with investigations of adult abuse, neglect, or exploitation.

Child – A person under the age of 18 who is not and never has been married or emancipated by a court.

Child abuse or neglect – The abuse or neglect of a child as defined in Section 261.001 of the Family Code.

Covered adult – An elderly person (age 65 or older) or disabled person, who is not a child, as defined in Section 48.002 of the Human Resources Code

CPS – The Child Protective Services division of the Texas Department of Family and Protective Services charged with investigations of child abuse or neglect.

Dating Violence – As defined in the Section 71.0021 of the Family Code, which states “An act by an individual that is against another individual with whom that person has or has had a dating relationship and that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the individual in fear of imminent physical harm, bodily injury, assault or sexual assault, but does not include defensive measures to protect oneself.”

Domestic violence – See definition below for “family violence.” For the purposes of this MOU, “domestic violence” and “family violence” are the same.

Domestic violence safety plan – A verbal or written plan that identifies ways to promote the safety of domestic violence victims including preparation needed to separate from the batterer, identification of community resources and how to stay safe from future incidents of violence (whether prior to or after separation from the batterer).

Family violence – As defined by Section 71.004 of the Family Code, which states: Family Violence means:

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself.
- (2) abuse, as that term is defined by Sections 261.001(1)(C), (E) and (G), by a member of a family or household toward a child of the family or household; or
- (3) dating violence, as that term is defined by Section 71.0021.

## B. Services for Marginalized Populations

1. In the past fiscal year has the Program served the following groups? (This is the Program's best estimate – based on observation and/or self-reports)

- a. Elderly (65 & older)                      Yes ☒ No ☐ If yes, how many? 20
- b. Men    Yes ☒ No ☐ If yes, how many? 2
- c. Teenage boys                                Yes ☒ No ☐ If yes, how many? 42
- d. Persons with physical disabilities      Yes ☒ No ☐ If yes, how many? 30
- e. Persons with mental illness            Yes ☒ No ☐ If yes, how many? 600
- f. Persons with Limited English Proficiency  
    Yes ☒ No ☐ If yes, how many? 300
- g. Persons in the Lesbian, Gay, Bi-sexual, Trans-gendered community  
    Yes ☒ No ☐ If yes, how many? 30
- h. Unaccompanied minors                   Yes ☒ No ☐ If yes, how many? 5



June 11, 2012

Ms. Wendie Abramson, Director  
Travis County DV & Sexual Assault Survival Center  
1515 A Grove Boulevard Austin, TX 78741-3453

Re: Results of Site Visit  
OVW Grants to Assist Children and Youth Exposed to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program # 2011-WX-AX-K003

Dear Ms. Abramson,

Thank you for your help and cooperation during the site visit conducted on March 29-30, 2012. I would also like to extend my thanks to your staff and to the project partners that participated for their assistance in making the site visit successful.

**After the review:**

- No issues were identified.
- The following items were identified as problematic:
  - Progress reporting
  - Financial Reporting
  - Certification Requirements
  - Special Conditions
  - The number of victims being served is dramatically different than what was projected in the application or what was reported in progress reports.
  - Required non-profit governmental victims services agency is no longer a project partner and has not been replaced by an acceptable agency.
  - Grantee is using grant funds to develop and/or distribute products not pre-approved by OVW
- Other/Recommendations (describe below):
  - Referred to the National Network to End Domestic Violence (NNEDV) Safety Net Project website to obtain information on informed consent, data sharing, and confidentiality. This information can assist when reviewing documents, policies and practices.
  - Consider strengthening relationships with the criminal justice system around issues of children exposed to violence for example, courts, law enforcement and child



U.S. Department of Justice  
**OVW**  
Office of Violence Against Women  
Working Together to End the Violence

---

protective service. Perhaps as this project continues, consider establishing formalized partnerships with these types of governmental agencies to improve the communitywide response.

- ☐ Ensure the disclaimer stated in your special conditions, is included on products produced with grant funding.

Please do not hesitate to contact me should you have any questions or concerns. Thank you again for your cooperation during the site visit.

Sincerely,

Darla Sims  
OVW Program Specialist





TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THOMAS SUEHS  
EXECUTIVE COMMISSIONER

April 30, 2012

Julia Spann, Executive Director  
SafePlace Inc.  
P O Box 19454  
Austin, TX 78760

Re: HHSC Family Violence Contract #529-08-0013-00041F

Dear Ms. Spann:

Thank you for your response to the HHSC FY2012 monitoring report. Your responses to the findings for your contract have been reviewed and accepted. This completes the FY2012 monitoring. Please feel free to contact me at 512-206-5040 if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Judy Forbes", written over a large, stylized loop.

Judy Forbes, CTCM  
Contract Manager  
Community Access and Services, Family Violence Program

cc: Karen Bartoletti, Board President



## Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767  
(512) 854-4100 Fax (512) 279-2197

August 7, 2012

Karen Bartoletti, Board President  
Travis County Domestic Violence and Sexual Assault Survival Center, dba SafePlace  
1515 A Grove Blvd.  
Austin, Texas 78741  
[kbartoletti@gdhm.com](mailto:kbartoletti@gdhm.com)

### **RE: Travis County Contract # PS090097RE 2012 Compliance Desk Review**

Dear Ms. Bartoletti,

This letter is to inform you that I have completed the 2012 compliance desk review of the above referenced Travis County contract. The monitoring review included an administrative and finance review for the years 2011-2012.

I'm happy to tell you, the review identified no concerns, recommendations, or findings.

I commend you for the work provided to the community by SafePlace.

Sincerely,

A handwritten signature in cursive script, reading "LaDonna Brazell".

LaDonna Brazell  
Contract Compliance Specialist  
HHS Finance Division  
512/854-7875  
[ladonna.brazell@travis.co.tc.us](mailto:ladonna.brazell@travis.co.tc.us)

cc Julia Spann  
Jane Prince-McLean  
Sherri Fleming  
Kathleen Haas  
San Juana Gonzales



## City of Austin Health and Human Services Department

P.O. Box 1088  
Austin, Texas 78767

Julia Spann  
Executive Director  
SafePlace  
1515 A Grove Boulevard  
Austin, Texas 78741

October 23, 2013

### Re: Agency Site Visit – Administrative and Fiscal Review

Dear Ms. Spann:

On October 3, 2013, an annual site visit was conducted at SafePlace, 1515 A Grove Boulevard, Austin, Texas 78741. Julia Spann, Executive Director, Wendy Abramson, Chief Program Officer, and Peggy Holub, Grants and Financial Manager represented SafePlace during the visit. Community Based Resources (CBR) staff, Natasha Ponczek Shoemake, Homeless Services Coordinator and Leslie Boyd, Grants Coordinator conducted the site visit.

SafePlace made the following documents available for CBR review:

- June 2013 pay request backup documentation including invoices and timesheets
- Five employee files
- Ten client files with five from shelter and five from counseling
- Monitoring letters from other entities

### **I. AGENCY OVERVIEW**

- SafePlace works to address and prevent domestic and sexual violence in the City of Austin/Travis County. The agency provides a broad range of supportive services to victims of violence including shelter, case management and other services.
- SafePlace's vision and mission: A community free of rape, sexual abuse and domestic violence. SafePlace exists to end sexual and domestic violence through safety, healing, prevention and social change.
- SafePlace has the following programs: Kelly White Family Shelter, George M. Kozmetsky Charter School, Stockton-Hicks Family Tree Child Development Center, 24-hour Hotline, Hospital Accompaniment for Rape Survivors/Legal Advocacy, Counseling Services, Supportive Housing Program (SHP), Expect Respect program, Community Education and Training and Resource Advocacy.
- SafePlace's child care center is licensed by the Texas Department of Family and Protective Services. The child care center also has the highest status under the Texas Rising Star system, a quality rating system of Workforce Solutions – Capital Area Workforce Board that includes standards shown to promote optimal child development and school readiness. SafePlace also has Food Manager Certifications from the Austin/Travis County Health and Human Services Department.
- In 2012 SafePlace created a new alliance with Austin Children's Shelter, creating a new 501(c)3 entity called LIFT. This new non-profit has a blended board of directors with each organization's Executive Director serving as co-CEOs. There is a blended structure using some key staff from each organization to implement the operation. Each agency has kept the client services, fundraising and some administrative staff, complete with separate licensing that is required for each organization. Although all staff will be employees of LIFT, with the same health and benefits.

- Programmatically, there is some blending such as the Austin Children's Shelter children are attending the charter school at SafePlace.

## **II. FINANCIAL**

- SafePlace Staff provided City Staff full backup for June expenses submitted in the City pay request including expanded general ledger, time sheets and invoices and receipts. City staff sampled expenses and found no discrepancies.
- Peggy Holub explained to City staff June expenses and SafePlace's cost allocation method.
- Expenditures to date are on target for total expenditure of fiscal year budget by year end.

## **III. ADMINISTRATION**

- SafePlace Staff provided City Staff with five staff files for review. City Staff reviewed using the *Personnel File Checklist* and found no discrepancies.
- SafePlace provided staff a copy of monitoring letters from Office of Attorney General and Texas Council on Developmental Disabilities. Any issue in these monitoring letters have been addressed and resolved.


## **IV. PERFORMANCE**

- In the fourth quarter of FY13, SafePlace has achieved 105% (544 clients) of its annual Output goal of 516 unduplicated clients served. SafePlace is on target with performance.
- SafePlace is on target for the Outcome measure: *Percentage of case-managed households that transition from homelessness into housing is 81%* (annual goal is 85%)
- City staff reviewed eight client files with three from shelter and five from counseling programs. No discrepancies were found and there was adequate documentation of staff interaction and case management and counseling services.
- SafePlace is exempt from the identity and income requirements from the City of Austin Client Eligibility Requirements. Other federal funders actually prohibit the agency staff from collecting and having on file any identifying information so none was found in the files.
- Clients may arrive at SafePlace escorted by police actively fleeing an abuser. Some clients may have had abuse or sexual assault in their past. SafePlace prioritizes clients who have an active abuser since they are well-equipped to address safety concerns.
- Shelter client files included the following:
  - Hotline call log
  - Admission request
  - Consent to Release Information and Confidentiality form
  - Hotline services agreement
  - Adult regular intake forms
  - Medical intake
  - Rights and responsibilities
  - Needs assessment including basic needs, survivor needs
  - Individual service plan and individual goals
  - Advocacy log
- Counseling client files included the following:
  - Consent to Release Information
  - Progress Notes
  - Individual service plan and individual goals
  - Correspondence

## **V. OBSERVATIONS**

There are no findings or required actions. If you have any questions or comments regarding this report, please feel free to contact Natasha Ponczek Shoemake at 972-5027. We greatly appreciate your time and participation in this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Natasha Ponczek Shoemake". The signature is fluid and cursive, with the first name "Natasha" being the most prominent part.

Natasha Ponczek Shoemake  
HHSD Homeless Services Coordinator  
City of Austin HHSD, Community Based Resources Unit

Cc

Robert Kingham, Community Based Resources Unit Manager, City of Austin HHSD  
Stephanie Hayden, Assistant Director of Community Services, City of Austin HHSD



City of Austin Health and Human Services Department

P.O. Box 1088  
Austin, Texas 78767

Julia Spann  
Executive Director  
SafePlace  
1515 A Grove Boulevard  
Austin, Texas 78741

January 7, 2013

**Re: Agency Site Visit – Administrative and Fiscal Review**

Dear Ms. Spann:

On October 17, 2012, a site visit was conducted at SafePlace, 1515 A Grove Boulevard, Austin, Texas 78741. Julia Spann, Executive Director, Wendy Abramson, Chief Program Officer, and Cathy Easley, Grants and Financial Manager represented SafePlace during the visit. Community Based Resources (CBR) staff, Natasha Ponczek, Homeless Services Coordinator and Vella Karman, Grants Coordinator conducted the site visit. The primary purpose was to review Administrative Financial Review (AFR) documentation submitted in May 2012.

SafePlace made the following documents available for CBR review:

- Most recent fiscal year end budget to actuals
- Current fiscal year's budget
- Minutes from the last three Board meetings
- Organizational chart
- Financial Policies
- Monitoring letters from other entities
- SafePlace Program Dashboard January – August 2012

**I. AGENCY OVERVIEW**

- SafePlace works to address and prevent domestic and sexual violence in the City of Austin/Travis County. The agency provides a broad range of supportive services to victims of violence including shelter, case management and other services.
- SafePlace's vision and mission: A community free of rape, sexual abuse and domestic violence. SafePlace exists to end sexual and domestic violence through safety, healing, prevention and social change.
- In 2011, SAFEPLACE served over 5479 clients.
- SafePlace has the following programs: Kelly White Family Shelter, George M. Kozmetsky Charter School, Stockton-Hicks Family Tree Child Development Center, 24-hour Hotline, Hospital Accompaniment for Rape Survivors/Legal Advocacy, Counseling Services, Supportive Housing Program (SHP), Expect Respect program, Community Education and Training and Resource Advocacy.



- SafePlace's child care center is licensed by the Texas Department of Family and Protective Services. The child care center also has the highest status under the Texas Rising Star system, a quality rating system of Workforce Solutions – Capital Area Workforce Board that includes standards shown to promote optimal child development and school readiness. SafePlace also has Food Manager Certifications from the Austin/Travis County Health and Human Services Department.
- This past year SafePlace created a new alliance with Austin Children's Shelter, creating a new 501(c)3 entity called LIFT. This new non-profit will have a blended board of directors with each organization's Executive Director serving as co-CEOs. There will be a blended structure using some key staff from each organization to implement the operation. Each agency will keep the client services, fundraising and some administrative staff, complete with separate licensing that is required for each organization. Although all staff will be employees of LIFT, with the same health and benefits.
- Programmatically, there is some blending such as the Austin Children's Shelter children are starting to attend the charter school at SafePlace, as of August 2012.
- To create this new organization both agencies created a joint committee, received pro bono legal assistance to iron out the structure of the organization and the new bylaws.

## **II. BOARD OF DIRECTORS**

### **a. Structure**

- SafePlace is governed by a Board of Directors. The Board is divided into committees that are responsible for: setting and ensuring the mission, vision and strategic plan of the agency; developing and approving policy; and ensuring financial and program oversight.
- Standing Committees of the Board include Executive; Finance, Audit & Monitoring; Governance; and Strategy & Alliances. Time-limited ad hoc committees may also be convened to respond to specific tasks. The Board meets every other month, with the Executive Committee meeting in the months in which the Board does not meet. Committees meet as frequently as monthly or on an as-needed basis.
- All Board members are required to actively participate in at least one committee. SafePlace's Board members represent broad diversity, expertise and professional skills. Members of the Board serve as agency ambassadors, advisors, experts and volunteers.

### **b. Fundraising and Financial Oversight**

- SafePlace has an established Foundation, the trustees of which are responsible for building long-term financial support and developing community understanding of the services. This includes involvement in the planning and execution of fundraising events, the hosting of stewardship events, and cultivation and recruitment of major individual, foundation and corporate donors. Members of the governing SafePlace Board of Directors have worked with and assisted Foundation trustees in their various activities.

### **c. Program Performance**

- The Board receives program updates monthly and receives staff presentations connecting the agency mission to the program activities.

### **III. FINANCIAL**

- SAFEPLACE received an unqualified opinion on the audit for the year ending December 2011.
- SAFEPLACE's most recent 990 was provided to CBR staff.
- The new Lift organization is beginning in November 2012, with formal start most likely in January 2012. Lift's Finance Committee will have chairs from both agencies.

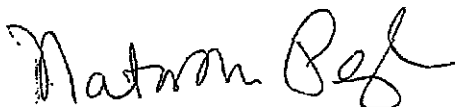
### **IV. ADMINISTRATION**

- There were 863 volunteers in 2011, assigned to all appropriate program components. Among the duties performed by direct service volunteers are: accompaniment and support for rape survivors at the hospital; accompaniment and support to victims in courtrooms; presentations to the community on domestic/sexual violence topics; and assisting residents and staff of the Family Shelter. Also, master's-level interns from local universities provide counseling to abuse survivors.
- Volunteers must complete 40 hours of specialized training provided by SafePlace, complete an application and undergo screening, a criminal background check and a references check.
- SafePlace is involved in multiple community collaborations that involve shared decision-making and resources. The list of formal collaborative agreements is long and diverse and includes the Basic Needs Coalition, Best Single Source (BSS) Plus project, Passages Program, Family Violence Protection Team, Sexual Assault Response and Resources Team, Child Protective Services (CPS).

### **V. OBSERVATIONS**

There are no findings or required actions. If you have any questions or comments regarding this report, please feel free to contact Natasha Ponczek at 972-5027. We greatly appreciate your time and participation in this process.

Sincerely,



Natasha Ponczek  
HHSD Homeless Services Coordinator  
City of Austin HHSD, Community Based Resources Unit

Cc

Stephanie Hayden, Assistant Director of Community Services, City of Austin Health and Human Services Department



STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
COMPLIANCE AND OVERSIGHT DIVISION

RICK PERRY  
GOVERNOR

October 22, 2012

Ms. Julia Spann, Executive Director  
Travis County Domestic Violence/Sexual Assault Survival Center  
P.O. Box 19454  
Austin, Texas 78760

Re: Family Shelter for Domestic Violence Victims, Grant Number VA-11-V30-14005-13

Dear Ms. Spann:

Please find enclosed a Final Report on the Compliance and Oversight Division's (COD) desk monitoring review of the grant referenced above. Your management responses and approved corrective action plans are included in the report.

A final determination has been made on the following finding:

- Inaccurate activity reports – **Resolved**
- Unallowable match funds – **Resolved**

I would like to thank you for your time and cooperation. Please feel free to contact me at (512) 463-2000 if you have any questions.

Sincerely,

A handwritten signature in cursive script, reading "Wei Wang".

Wei Wang, CPA, CISA, CIA  
Compliance and Oversight Division Director

cc: Ms. Kitt Krejci, Senior Director of Finance, Travis County Domestic Violence/Sexual Assault Survival Center  
Ms. Wendie Abramson, Chief Program Officer, Travis County Domestic Violence/Sexual Assault Survival Center  
Mr. Christopher Burnett, Executive Director, Office of the Governor, Criminal Justice Division

Ms. Aimee Snoddy, Deputy Director, Office of the Governor, Criminal Justice Division  
Mr. Jeff Grymkoski, Quality Control Manager, Office of the Governor, Compliance &  
Oversight Division  
Ms. Angie Martin, Quality Assurance Manager, Office of the Governor, Criminal Justice  
Division

## DESK MONITORING REVIEW

### FINAL REPORT

OCTOBER 22, 2012

**Grantee:** Travis Co. Dom Violence/Sexual Assault Survival Center  
P. O. Box 19454  
Austin, TX 78760-9454

**Project Title:** Family Shelter for Domestic Violence Victims

**Grant Number:** VA-11-V30-14005-13

**Award Amount:** \$99,000.00

**Grant Period:** September 1, 2011 - August 31, 2012

**Period Reviewed:** September 1, 2011 - April 30, 2012

**Date of Review:** June 13, 2012

**Disallowed Costs:** \$0.00

**Disallowed Match:** \$0.00

**COD Auditor:** Brenda W. Foster

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**Purpose & Authority:** The Compliance and Oversight Division of the Governor's Office is required by federal and state regulations to periodically conduct monitoring reviews of grantees. The grantee is the entity legally and financially responsible for the grant. A grantee may not delegate its legal or financial responsibility and must ensure that the project operates efficiently, effectively and in accordance with all applicable statutes, rules, regulations and guidelines.

The grant referenced above was reviewed for compliance with grant financial and administrative activities as required by federal, state and Office of the Governor regulations. The review included, on a test basis, analyses, compliance tests and a review of:

1. The adequacy of the accounting system, project files, equipment and property management, administration and internal controls;
2. The relationships of actual expenditures and match requirements compared to the approved budget;
3. The accuracy of financial information; tests for necessity, reasonableness, and authorization of costs for the efficient administration of the grant;
4. The extent to which the desired results or benefits established by the grant programs are being achieved; and
5. Whether or not the organization has complied with laws and regulations applicable to the programs.

Our procedures were less in scope than an audit. With respect to the items tested, our findings are listed below.

# Travis Co. Dom Violence/Sexual Assault Survival Center

## Family Shelter for Domestic Violence Victims

SUMMARY OF FINDINGS			
FINDING NO.	FINDING SUBJECT	DISALLOWED	
		COSTS	MATCH
1 (pg. 5)	Insufficient activity reports	\$0.00	\$0.00
2 (pg. 6)	Inaccurate source of match funds	\$0.00	\$0.00
TOTAL		\$0.00	\$0.00



# Travis Co. Dom Violence/Sexual Assault Survival Center

## Family Shelter for Domestic Violence Victims

### FINDING ONE

#### Requirement:

4. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation which meets the standards in subsection (5) unless a statistical sampling system (see subsection (6)) or other substitute system has been approved by the cognizant Federal agency or state awarding agency.

Such documentary support will be required where employees work on:

- (a) More than one Federal or state award,
- (b) A Federal award and a non-Federal award, including a state award,
- (c) An indirect cost activity and a direct cost activity,
- (d) Two or more indirect activities which are allocated using different allocation bases, or
- (e) An unallowable activity and a direct or indirect cost activity.

Uniform Grant Management Standard II B 11 h (4)

5. (a) They must reflect an after-the-fact distribution of the actual activity of each employee,  
(b) They must account for the total activity for which each employee is compensated,  
(c) They must be prepared at least monthly and must coincide with one or more pay periods, and  
(d) They must be signed by the employee and the supervisory official having first hand knowledge of the work performed by the employee. The employee's signature is not required in the event the employee cannot be reached due to termination of employment, lack of forwarding address, death or other documented reason.

Uniform Grant Management Standard II B 11 h (5)

#### Finding and Recommendation:

For the period of February 1, 2012 to April 30, 2012, the grantee submitted two inaccurate activity reports. We received and reviewed fourteen activity reports submitted by the Travis County Domestic Violence/Sexual Assault Survival Center. Of the fourteen activity reports reviewed, one report contained inaccurate work hours (Mary Laake's - March 14, 2011 report) and another showed an inaccurate budget percentage (Josie Slawik's - February 2012 report). The grantee stated that the inaccuracies were due to employee error. In response to our questions, the grantee submitted corrected activity reports and expenditure documentation to prove salary expenses did not exceed budgeted percentages. **This finding is resolved.**

#### Management Response and Corrective Action:

*We appreciate you bringing this issue to our attention. We have discussed with our staff the importance of ensuring accuracy of their timesheets and activity logs prior to submission.*

# **Travis Co. Dom Violence/Sexual Assault Survival Center**

## **Family Shelter for Domestic Violence Victims**

<b>FINDING TWO -- (Continued)</b>
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**Final Determination:**

This finding was resolved during the review process when the grantee submitted revised activity reports that accurately reflect work on the grant. No further action required.

# Travis Co. Dom Violence/Sexual Assault Survival Center

## Family Shelter for Domestic Violence Victims

### FINDING THREE

#### Requirement:

The financial management systems of other grantees and subgrantees must meet the following standards:

- (1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or subgrant.
- (2) Accounting records. Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Uniform Grant Management Standards III, Subpart C 20 b (1 - 2) (b)

#### Finding:

**The grant budget shows the wrong source of match funds on the Volunteer Services Manager #2 position.** According to the grant budget, the personnel expenses for the Volunteer Services Manager #2 position used State funds from a Texas Health and Human Services Commission (THHSC) grant as match. State grant funds used to match another state grant are not permitted. The grantee stated that the match funds for this position are not provided by the THHSC grant, but are funded with Unrestricted General funds and has been since the beginning of the grant. The grantee provided documentation to supporting this statement.

#### Recommendation:

The grantee should:

- Submit and receive approval, from your CJD grant manager, for a budget adjustment to remove the THHSC as the source of cash match funds for the Volunteer Services Manager #2 position and replace it with unrestricted general funds.

#### Management Response and Corrective Action:

*The budget adjustment correcting the source of match funds referenced above has been submitted and approved through eGrants. Attached you will find supporting documentation for this budget adjustment which was implemented on October 8, 2012 by SafePlace's Grant Financial Manager.*

# **Travis Co. Dom Violence/Sexual Assault Survival Center**

## **Family Shelter for Domestic Violence Victims**

<b>FINDING TWO -- (Continued)</b>
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**Final Determination:**

The grantee made a budget adjustment that corrected the source of match funds for the Volunteer Services Manager #2 in eGrants. This finding is resolved.



## Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767  
(512) 854-4100 Fax (512) 854-4115

August 15, 2013

Cindy Brouillette, Board Chair  
Travis County Domestic Violence and Sexual Assault Survival Center  
dba SafePlace  
1515 A Grove Boulevard  
Austin, Texas 78741  
Via email: [cadb54@gmail.com](mailto:cadb54@gmail.com)

**Re: 2013 Travis County Monitoring Visit, Contract #PS090097RE**

Dear Ms. Brouillette:

We conducted a monitoring visit of the contract referenced above on July 18<sup>th</sup>, 2013. The visit included administrative, financial and program performance reviews of the Domestic Violence and Sexual Assault Services Program.

We are pleased to inform you that no issues or concerns were identified during these reviews.

We commend you for the work provided to the community by SafePlace. Feel free to contact LaDonna if you have questions. Please extend our thanks to your staff for facilitating our monitoring visit.

Sincerely,

LaDonna Brazell  
Contract Compliance Specialist  
HHS Finance Division  
512/854-7875  
[ladonna.brazell@travis.co.tx.us](mailto:ladonna.brazell@travis.co.tx.us)

San Juana Gonzales  
Contract Compliance Specialist  
HHS Finance Division  
512/854-4122  
[SanJuana.Gonzales@travis.co.tx.us](mailto:SanJuana.Gonzales@travis.co.tx.us)

Cc: Julia Spann, Executive Director, SafePlace  
Sherri Fleming, HHS/VS County Executive, Travis County  
Kathleen Hass, HHS/VS Finance Manager  
Jane Prince-Maclean, HHS/VS Program Lead



ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT

September 17, 2013

Ms. Julia Spann, Executive Director  
Travis County Domestic Violence and Sexual Assault Survival Center, Inc.  
P.O. Box 19454  
Austin, TX 78760

Re: Contract Monitoring On-site Review  
Scope of Review; September 1, 2012 to August 31, 2013  
Review Date: April 10-11, 2013

OAG Grant Contract: OVAG #1335975, SAPCS-State #1334127 and SAPCS-Federal #1339175

Dear Ms. Spann:

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The Grants Administration Division (GAD) has completed the On-site review. There were no administrative, expenditure, or programmatic findings identified. No further action is required.

GAD appreciates the professionalism, promptness, and cooperation of Travis County Domestic Violence and Sexual Assault Survival Center, Inc. during this on-site monitoring review of your organization's administrative and financial process.

This on-site monitoring review is now considered closed. For questions and comments regarding this Monitoring Report, please contact Robert Deerman at [Robert.Deerman@texasattorneygeneral.gov](mailto:Robert.Deerman@texasattorneygeneral.gov) or by phone at 512-936-2913.

Sincerely,

Robert W. Deerman  
Grants Monitor  
Grants Administration Division

Cc: Ms. Wendy Abramson, Chief Program Officer  
Ms. Cathy Reddell-Easley, Grants Financial Manager



ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT

**GAD MONITORING REPORT**

**Grantee/Contractor:** Travis County Domestic Violence and Sexual Assault Survival Center, Inc.  
**Address:** P.O. Box 19454  
Austin, TX 78760  
  
**Contact Person:** Ms. Julia Spann, Executive Director  
**Grant Monitor:** Robert Deerman  
**Date of Monitoring:** April 10-11, 2013  
**Date of Monitoring Report:** September 16, 2013

Grant/Contract #s:	Funding Source:	Award Amounts:
1335975	OVAG	\$42,000
1334127	SAPCS State	\$108,998
1339175	SAPCS Federal	\$55,898

**Legend for Abbreviations:**

- GAD – Grants Administration Division
- IRS – Internal Revenue Service
- OAG – Office of the Attorney General
- OMB – Office of Management and Budget
- SAPCS – Sexual Assault Prevention and Crisis Services
- OVAG – Other Victims Assistance Grant
- UGMS – Uniform Grants Management Standards

**EXECUTIVE SUMMARY**

The Grants Administration Division monitor conducted an on-site monitoring review of Travis County Domestic Violence and Sexual Assault Survival Center, Inc. on April 10-11, 2013 for contract #'s 1335975, 1334127, and 1339175. At the conclusion of the monitoring visit, the GAD staff monitor conducted an exit conference with Julia Spann, Executive Director, Wendy Abramson, Chief Program Officer, and Cathy R. Easley, Grants Financial Manager. During the exit conference, the GAD monitor informed Travis County Domestic Violence and Sexual Assault Survival Center, Inc. that there were no findings.

**OBJECTIVES, AUTHORITY, AND SCOPE**

It is Grants Administration Division's intent to provide our grantees with excellent customer service by implementing an effective monitoring program that recognizes and identifies areas of improvement within grant funded programs, and provide solutions and recommendations to those areas to ensure the success of all grant funded programs.



The objectives are to provide assistance to sub-recipients in maintaining compliance with OAG grant contract requirements. OMB Circular A-133 and UGMS require pass-through agencies (i.e., OAG), to monitor the activities of sub-recipients as necessary to ensure that Federal/State awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements.

The scope of the monitoring review is September 1, 2012 to August 31, 2013. The test period of the administrative section of the monitoring review was for September 1, 2012 to November 30, 2012. The test period for expenditures and programmatic requirements was November 2012.

### BACKGROUND

Travis County Domestic Violence and Sexual Assault Survival Center, Inc. is classified as a nonprofit organization by the Internal Revenue Service (IRS), and has a 501 (c) 3 designation. Travis County Domestic Violence and Sexual Assault Survival Center, Inc. exists to end sexual and domestic violence through safety, healing, prevention and social change.

### ADMINISTRATIVE REVIEW

#### **1. Quarterly Statistical (Performance) Reports**

OAG grant contracts require compliance with the following:

GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August.

##### **1.1 Result**

Submission of reports conformed to OAG grant contract requirements.

##### **1.2 Finding**

None

##### **1.3 Corrective Action**

None

##### **1.4 Grantee Response**

*No Response Needed*

#### **2. Audit Standards**

OAG grant contracts require compliance with federal and state audit standards for the following:

- (a) Grantee will contract an independent CPA firm to perform an annual financial audit engagement.
- (b) The OAG requires a grantee/contractor to conduct or undergo an annual audit of a grant/contract, including sub-grants/contracts, based on federal and state audit requirements.
- (c) Grantee must submit to the OAG one copy of all audit reports for the lesser of within 30 calendar days of completion of audit reports or nine

(9) months after the grantee's fiscal year end.

**2.1 Result**

Submission of the audit report conformed to OAG grant contract requirements.

**2.2 Finding**

None

**2.3 Corrective Action**

None

**2.4 Grantee Response**

*No Response Needed*

**3. Submission of Request for Reimbursement to the OAG**

OAG grant contracts require compliance with the following:

GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day.

**3.1 Result**

Submission of invoices conformed to OAG grant contract requirements.

**3.2 Finding**

None

**3.3 Corrective Action**

None

**3.4 Grantee Response**

*No Response Needed*

**4. Personnel Requirements**

OAG grant contracts require compliance with federal and state cost principles for the following personnel timekeeping criteria:

An "after the fact" accounting of employee time for proper support of salaries and fringe benefits charged to federal grants. For employees assigned to multiple funding sources, this requires documentation in the time keeping records that the actual hours devoted to each activity funded by the OAG. Failing to maintain adequate documentation of actual hours charged to the OAG funds could result in the questioning of these costs.

GAD also reviewed personnel files for I-9 forms and job descriptions based on the following criteria:

Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of the Grantee under the OAG grant contract.

4.1 Result

Personnel Requirements conformed to OAG grant contract requirements.

4.2 Finding

None

4.3 Corrective Action

None

4.4 Grantee Response

*No Response Needed*

5. Records Retention

OAG grant contracts require compliance with the following:

Grantee shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

5.1 Result

Records retention conformed to OAG grant contract requirements.

5.2 Finding

None

5.3 Corrective Action

None

5.4 Grantee Response

*No Response Needed*

EXPENDITURE REVIEW

The GAD Monitor reviewed expenditure documents such as timesheets, supporting payroll documents, financial records, and invoices to determine if costs were reasonable, necessary, and allowable for the period reviewed.

1. Personal Cost Compensation

OAG grant contracts require compliance with federal and state cost principles for the following personal cost compensation criteria:

Compensation for personal services includes all compensation paid currently or accrued by the organization for services of employees rendered during the period of the award. It includes, but is not limited to, salaries, wages, director's and executive committee member's fees, incentive awards, fringe benefits, pension plan costs, allowance for off-site pay, incentive pay, location allowances, hardship pay, and cost of living differentials.

**1.1 Result**

Testing of personnel costs conformed to OAG grant contract requirements.

**1.2 Finding**

None

**1.3 Corrective Action**

None

**1.4 Grantee Response**

*No Response Needed*

**2. Fringe**

OAG grant contracts require compliance with federal and state cost principles for the following personnel fringe benefits cost criteria:

Compensation for personal services includes all compensation paid currently or accrued by the organization for services of employees rendered during the period of the award. It includes, but is not limited to, salaries, wages, director's and executive committee member's fees, incentive awards, fringe benefits, pension plan costs, allowance for off-site pay, incentive pay, location allowances, hardship pay, and cost of living differentials.

**2.1 Result**

Testing of fringe costs conformed to OAG grant contract requirements.

**2.2 Finding**

None

**2.3 Corrective Action**

None

**2.4 Grantee Response**

*No Response Needed*

**3. Professional/Consultant Costs**

N/A – Grantee was not awarded funds for this category.

**4. Travel Costs**

N/A – Grantee was not awarded funds for this category.

**5. Equipment Costs**

N/A – Grantee was not awarded funds for this category.

**6. Supply Costs**

N/A – Grantee was not awarded funds for this category.

**7. Other Costs**

N/A – Grantee was not awarded funds for this category.

**PROGRAMMATIC REVIEW**

**1. Program Activity and Maintenance of Records**

OAG grant contracts require compliance with the following:

- GRANTEE will comply with the terms and conditions as set forth and required in the Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.
- GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract.

**1.1 Result**

Review of program activity and supporting documentation conformed to OAG grant contract requirements.

During the on-site monitoring review, three (3) staff members charged to the OAG grant were interviewed. Interviews are considered to be analytical review and are a part of the monitoring function. Five (5) client files were also examined during this on-site monitoring engagement. As a result of the interview, testing of timesheets, examination of performance reports and client files, the GAD staff monitor identified the following services were performed during the test month:

- Information and Referral
- Law Enforcement Accompaniment
- Medical Accompaniment
- Crisis Intervention
- Individual Counseling
- Follow-up with Victim

**1.2 Finding**

None

**1.3 Corrective Action**

None

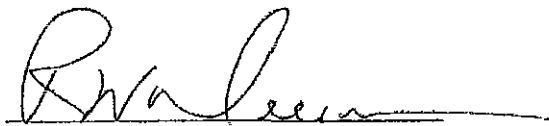
**1.4 Grantee Response**

*No Response Needed*

CONCLUSION

At the conclusion of the monitoring visit, the GAD staff monitor conducted an exit conference with Julia Spann, Executive Director, Wendy Abramson, Chief Program Officer, and Cathy R. Easley, Grants Financial Manager. During the exit conference, the GAD monitor informed Travis County Domestic Violence and Sexual Assault Survival Center, Inc. that there were no findings.

GAD appreciates the professionalism, promptness, organization of information, and cooperation of Travis County Domestic Violence and Sexual Assault Survival Center, Inc. during this on-site monitoring review of the organization's administrative and financial processes. For questions and comments regarding this Monitoring Report, please contact Robert Deerman at Robert.Deerman@texasattorneygeneral.gov or (512) 936-2913.



Approved By: *Robert W. Deerman*  
Grants Monitor  
Grants Administration Division  
Robert.Deerman@texasattorneygeneral.gov  
Work #: (512) 936-2913



Approved By: *Thomas J. Mershon*  
Grants Monitor  
Grants Administration Division  
Tom.Mershon@texasattorneygeneral.gov  
Work #: (512) 936-1687



## City of Austin

### Neighborhood Housing and Community Development

P.O. Box 1088, Austin, TX 78767 -1088

(512) 974-3100 ♦ Fax (512) 974-3112 ♦ [www.cityofaustin.org/housing](http://www.cityofaustin.org/housing)

January 22, 2014

VIA CERTIFIED MAIL

Wendie Abramson  
Chief Program Officer  
SafePlace  
P.O. Box 19454  
Austin, TX 78760

Re.: 2013 Rental Housing Development Assistance Monitoring (RHDA)

Dear Ms. Abramson:

On October 9, 2013, Neighborhood Housing and Community Development (NHCD) conducted an on-site review of records and a Housing Quality Standards (HQS) inspection of the above referenced location(s). The purpose of the monitoring was to ensure compliance with local and federal regulatory requirements set forth in your RHDA loan agreement with the Austin Housing Finance Corporation (AHFC).

The following items were reviewed during the NHCD monitoring review:

- ♦ Affirmative Fair Housing Marketing (AFHM) Plan;
- ♦ Tenant selection criteria and policy;
- ♦ Annual audited financials report (2012) including management letter;
- ♦ Fair Housing logo on forms, flyers, and documents available to clients;
- ♦ Waiting Lists and Wait List Policy;
- ♦ Review of randomly selected resident files for income eligibility / recertification;
- ♦ Review of randomly selected resident files for adherence to policies;
- ♦ Insurance coverage; and
- ♦ Physical Inspections.

SafePlace is **not compliant** with the terms of the RHDA Loan Agreement with AHFC.

The following items are considered **FINDINGS** and must be addressed immediately:

- Unit 116 – Unable to determine income. Submit documentation to support income used to certify eligibility. If no income, submit certification of zero income;
- Unit 215 – Unable to determine income. Submit documentation to support income used to certify eligibility. If no income, submit certification of zero income;
- Unit 220
  - Unable to determine income. Submit documentation to support income used to certify eligibility. If no income, submit certification of zero income;
  - Submit documents for TANF distribution;
- Unit 217 – Unable to determine income. Submit documentation to support income used to certify eligibility. If no income, submit certification of zero income;
- Lease agreements and other documents requiring signatures and/or initials from both the resident and program staff are not consistently being executed. Submit report that all resident records have been reviewed for executed documents.
- Income documentation is not being collected and/or certification of zero income documentation is not in place. Submit report that all resident records have been reviewed for income documentation or zero income documentation.

*The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.*



- Demographic report for current residents not available. Provide report.

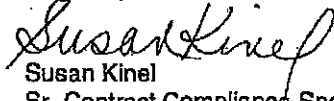
The following items are **RECOMMENDATIONS** and should be considered for implementation:

- Strongly recommend that a file checklist be developed and implemented to ensure consistency of documentation and completeness of resident files.

Please respond by **February 21, 2014** with documentation and/or a plan to address the deficiencies. Once NHCD receives documentation of resolution of the items determined to be non-compliant, NHCD will send a follow-up letter with the final determination of our monitoring.

Staff is available for technical assistance and training for both the property staff and for the administrators of Cornerstone Apartments. If you have any questions or need additional information, please contact me at (512) 974-3110 or [Susan.Kinel@austintexas.gov](mailto:Susan.Kinel@austintexas.gov).

Regards,



Susan Kinel

Sr. Contract Compliance Specialist

Neighborhood Housing and Community Development

Attachment(s)

XC: Julie Spann, Executive Director  
Cindy Brouillette, Chair, Board of Directors  
Diana Domeracki, Community Development Administrator, NHCD



February 24, 2014

Susan Kinel - Sr. Contract Compliance specialist  
Neighborhood Housing and Community Development  
P.O. Box 1088  
Austin, Texas 78767-1088

Dear Ms. Kinel,

I am responding to the Neighborhood Housing and Community Development (NHCD) 2013 Rental Housing Development Assistance Monitoring (RHDA) which took place on October 9, 2013.

Finding#1 Unit 116 no documentation to support income used to certify eligibility.

Response: Please see attached documentation (identified as Unit 116) to support income used to certify eligibility.

Finding #2 Unit 215 – no documentation to support income used to certify eligibility.

Response: Please see attached documentation (identified as Unit 215) used to support income used to certify eligibility.

Finding #3 Unit 220 – no documentation used to support income used to certify eligibility.

Response: Please see the attached documentation ( identified as Unit 220) used to support income used to certify eligibility and TANF distribution.

Finding #4 Unit 217 - Please see attached documentation ( Identified as Unit 217) used to support income used to certify eligibility. This resident moved out prior to us obtaining documentation from her place of work or self-employment verification statement.

Finding #5 Lease Agreements and other documents requiring signatures and/or initials from both the resident and program staff inconsistencies.

Response: We have updated our forms so that we only have one page where both residents and program staff sign.

Finding#6 Income documentation is not being collected and/or zero income documentation is not in place.

Response: Please see the documents attached (Certification of Zero Income) and (Supportive Housing Financial Assessment, which includes all sources of income for residents), as well as a (Statement of Self-Employment Income) all will be used to collect income documentation as well as certify zero income.

Finding #7 Demographic report for current residents not available.

Response: Please see the attached occupancy report with NHCD Annual Tenant Income and Rent Certification Forms for all of 2013) this documentation does not have names, but the unit numbers and dates in residence as well as unique client ID number.

We have also attached occupancy reports for 2011 and 2012 as we do not believe you have these reports from previous years.

Recommendation #1 file checklist

Response: Please see the attached (SHP folder Table of Contents) which is used as the checklist form for our lease files.

If you have any questions about our response to the monitoring report, please contact Wendie Abramsom Chief Program Officer, at [wabramson@safeplace.org](mailto:wabramson@safeplace.org) or 512-356-1599.

Sincerely,

A handwritten signature in cursive script that reads "Julia Spann".

Julia Spann  
Executive Director

Enclosures

Cc: Melinda Cantu, Senior Director of Residential Services

Cc: Wendie Abramson, Chief Program Officer

## Attachment C: Resumes/Job Descriptions of Key Personnel

**SafePlace  
Expect Respect Counselor  
April, 2010**

**Department:** Expect Respect Program  
**Reports to:** Expect Respect Counseling Manager  
**FLSA Status:** Exempt  
**Approved by:** Human Resources, ER Program Director  
**Approved Date:** 04-09-10

The Expect Respect Counselor provides crisis intervention, counseling and psycho-educational support groups to adolescent survivors of sexual abuse, sexual assault, dating and domestic violence and serves as liaison to selected schools for responding to and preventing dating and sexual violence.

**Major Responsibilities**

1. **Counseling:** Provides intake sessions, crisis intervention and ongoing counseling for youth who have experienced dating, sexual or domestic violence and youth demonstrating abusive behavior toward peers.
2. **Advocacy:** Provides information, referral and direct support for youth regarding child protection, law enforcement, health and mental health and other issues. Provides outreach to families as needed.
3. **Support Groups:** Provides weekly, school-based psycho-educational group sessions for youth in middle and high schools. Participates in the development of program curriculum and materials.
4. **Establishes and maintains cooperative working relationships with schools and youth organizations:** Works closely with school personnel and other service providers to coordinate counseling, group and educational programs on campus.
5. **Consultation and training:** Consults with school personnel on effective responses to incidents and coordinates school-wide prevention activities including faculty orientation, training, parent seminar, SafeTeens leadership training, and school-wide awareness education. Provides these services in collaboration with school personnel and ER team.
6. **Community collaboration:** Participates on task forces, committees, and other collaborative projects to engage youth and adults in community-wide prevention events.
7. **Summer program:** Works in conjunction with ER team and other SP programs to develop, implement, and evaluate summer programming including Changing Lives Youth Theatre Company, therapeutic groups for resident children, and on-site counseling.
8. **Program evaluation and reporting:** Assists with maintaining systems for documenting the effectiveness and efficiency of services. Responsible for documenting client services and collecting output and outcome information.
9. **Risk:** Responsible for the ongoing assessment of potential risk to program clients, staff and volunteers. Works with staff to ensure proper notification of program risk. Notifies the Director or COO in her absence.
10. **Uses individual and group supervision** to increase self-awareness, process secondary trauma, and develop counseling skills that best meet the needs of SafePlace clients.
11. **Is responsible for pursuing continued professional development.**
12. **Maintains knowledge of current available SafePlace and community resources.**
13. **Testifies in court** as requested by the Travis County District Attorney.
14. **Assists parents of child victims** in completing crime victim's compensation application, and provide linkage to appropriate services (when appropriate).
15. **Assists in the supervision** of student interns.
16. **Other duties as assigned.**

**General Requirements**

1. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Values.
2. Complies with SafePlace's Standards of Conduct.
3. Communicates effectively.
4. Handles confidential information and has the ability to interact tactfully with employees at all levels concerning sensitive issues.
5. Responds appropriately to the cultural differences present among the organization's service population and staff. Sensitive to various ethnic and social backgrounds, beliefs and values
6. Attends all required meetings.
7. Completes all requisite paperwork, for program and administration.
8. Works as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Completes other duties as assigned.
10. Fulfills the essential functions of the position

**QUALIFICATIONS**

1. MSW or MA degree in a counseling-related field preferably with appropriate licensure (LMSW or LPC intern.)
2. Minimum of three years' experience working with youth in a therapeutic group setting.
3. Knowledge of child development and therapy modalities appropriate for children and youth. Knowledge about sexual abuse and effects of domestic violence on children.
4. Excellent interpersonal communication skills.
5. Knowledge or background in the topics of sexual assault, domestic violence, poverty, and disability preferred.
6. Sensitivity to the needs of school systems and able to work flexibly with different systems.

**This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.**

**I have read and understand this Job Description.**

_____	_____	_____
<b>Name</b>	<b>Signature</b>	<b>Date</b>

**SafePlace  
Expect Respect Group Facilitator  
April, 2010**

**Department:** Expect Respect  
**Reports to:** Expect Respect Counseling Manager  
**FLSA Status:** Exempt  
**Approved by:** Human Resources, Expect Respect Program Director  
**Approved Date:** April, 2010

The Group Facilitator provides educational support groups for boys on the topic of healthy relationships and violence prevention.

**Major Responsibilities**

1. **Individual Intake Sessions:** Provides individual intake sessions for youth who have experienced dating or domestic violence or demonstrated abusive and disrespectful behavior toward peers.
2. **Support Groups:** Provides weekly school-based group sessions for young men in middle and high schools utilizing the Expect Respect curriculum.
3. **Establishes and maintains cooperative working relationships with local schools and youth organizations.** Works closely with school contact persons to provide intake sessions for referred students and to conduct individual and group sessions on campus and may include presentations
4. **Summer Program:** Works in conjunction with others in school-based services to develop, implement, and evaluate a summer program for building leadership among others in the field of dating and sexual violence prevention, if required
5. **Program evaluation and reporting:** Assists with maintaining systems for documenting the effectiveness and efficiency of services. Responsible for documenting client services and collecting output and outcome information.
6. **Risk:** Responsible for the ongoing assessment of potential risk to program clients, staff and volunteers. Works with staff to ensure proper notification of program risk. Notifies the Director or Deputy Director in her absence.
7. **Testify in court as requested by the Travis County District Attorney.**
8. **Assist parents of child victims in completing crime victim's compensation application, and provide linkage to appropriate services (when appropriate).**
9. **Assist in the supervision of student interns.**
10. **Other duties as assigned.**

**General Requirements**

1. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Values.
2. Complies with SafePlace's Standards of Conduct.
3. Communicates effectively.
4. Handles confidential information and has the ability to interact tactfully with employees at all levels concerning sensitive issues.
5. Responds appropriately to the cultural differences present among the organization's service population and staff. Sensitive to various ethnic and social backgrounds, beliefs and values
6. Attends all required meetings.
7. Completes all requisite paperwork, for program and administration.
8. Works as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Completes other duties as assigned.
10. Fulfills the essential functions of the position



## **QUALIFICATIONS**

1. Bachelors Degree in a counseling related field or a minimum of 3 years experience working with young men in a group setting.
2. Knowledge of child development and therapy modalities appropriate for children and youth. Knowledge about sexual abuse and effects of domestic violence on children. Knowledge about teenage dating and sexual violence prevention.
3. Excellent interpersonal communication skills.
4. Sensitivity to the needs of school systems and able to work flexibly with different systems.

**This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.**

**I have read and understand this Job Description.**

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**Employee**

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**Date**

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**Supervisor**

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**Date**

**SafePlace**  
**Expect Respect Counseling Manager**  
**September, 2013**

**Department:** Expect Respect Program  
**Reports to:** Expect Respect Program Director  
**FLSA Status:** Exempt  
**Approved by:**  
**Approved Date:**

The Expect Respect Counseling Manager is responsible for providing and coordinating intervention services for youth who have experienced sexual abuse, sexual assault, dating and domestic violence in K-12 schools. The Counseling Manager provides administrative and clinical supervision for program counselors, serves as liaison to schools and community groups, and provides training and educational presentations on the topic of dating violence prevention and related issues.

**Major Responsibilities**  
**Administrative/Program**

1. **Supervision:** Provide regular individual and group supervision for Expect Respect counselors/facilitators. Also uses individual and group supervision to increase self-awareness, process secondary trauma, and provides feedback for professional growth.
2. **Hiring and training:** Recruits, hires, trains, evaluates, and terminates counseling staff and interns in conjunction with the Expect Respect Program Director.
3. **Establishes and maintains cooperative working relationships with schools and youth organizations:** Works closely with school personnel and other service providers to coordinate counseling and group programs in schools.
4. **Case Documentation:** Reviews client files to ensure that they are in compliance with agency standards and are up to date and to make decisions around treatment and release of records.
5. **Program development, evaluation and reporting:** Ensures program statistical data collection for tracking and evaluation of counseling services. Assists with program development, regular review of policies and procedures, and integration of the program services throughout the agency.
6. **Community Collaboration:** Participates on task forces, committees, and other collaborative projects to engage youth and adults in serving survivors and for community-wide prevention events.
7. **Coordinate referrals:** Manage client waiting list and serve as contact for referrals from schools, law enforcement, parents, hotline, etc. Helps design, implement, and maintain a system to evaluate service delivery, including monitoring requests for service, effectiveness outcomes, and client satisfaction.
8. **Presentations and Training:** Assists in developing and providing training for volunteers, parent groups, and other professionals.
9. **Assist in the supervision of student interns.**
10. **Assist in all aspects program development, promotion, implementation, and evaluation.**

**Direct Service**

1. **Counseling:** Provides crisis intervention, individual intake, advocacy, and ongoing counseling as needed and assures that all students who are referred receive appropriate services.
2. **Support Groups:** Provides oversight of support groups for youth who have had experience with dating/domestic and sexual violence and assures that weekly support groups are available in schools. Participates in the development of program curriculum and materials.
3. **Advocacy:** Provides information, referral and direct support for youth regarding child protection, law enforcement, health and mental health and other issues as needed. Provides outreach to families as needed.
4. **Consultation and Training:** Consults with school personnel on effective responses to incidents and coordinates school-wide prevention activities as needed. Provides services in collaboration with school personnel and Expect Respect team.
5. **Coordinates Special Events:** including Ropes, intra-school, mixed gender discussions, guest speakers, and field trips for youth participating in services.
6. **Summer program:** Works in conjunction with ER team, other SP departments, and outside agencies to develop, implement, and evaluate summer programming including City of Austin Summer Youth

Employment Program, therapeutic groups for resident children, and on-site counseling. Primary responsibility for liaison with the City of Austin.

7. **Documentation:** Responsible for timely completion of all documentation for case files, service data, and general agency administration.
8. **Is responsible for pursuing continued professional development.**
9. **Maintains knowledge of current available SafePlace and community resources.**
10. **Testifies in court** as requested by the Travis County District Attorney.
11. **Assists parents of child victims** in completing crime victim's compensation application, and provide linkage to appropriate services (when appropriate).
12. **Assists in the supervision** of student interns.
13. **Other duties as assigned.**

#### **General Requirements**

1. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Values.
2. Complies with SafePlace's Standards of Conduct.
3. Communicates effectively.
4. Handles confidential information and has the ability to interact tactfully with employees at all levels concerning sensitive issues.
5. Responds appropriately to the cultural differences present among the organization's service population and staff. Sensitive to various ethnic and social backgrounds, beliefs and values
6. Attends all required meetings.
7. Completes all requisite paperwork, for program and administration.
8. Works as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Completes other duties as assigned.
10. Fulfills the essential functions of the position

#### **Knowledge, Skills and Abilities**

- Demonstrates appropriate skill level and capability in the operation of computers and general office software programs, including word-processing, spread-sheet, and database software, as required in your department.
- Pays careful attention to detail; works with accuracy and maintain neat, well-organized records
- Works cooperatively with external partners and constituencies.
- Maintains flexibility; working with frequent interruptions and multiple and changing priorities
- Demonstrates conviction about the capacity of people to grow and change
- Effectively organizes work to meet frequent and/or multiple deadlines, handle multiple tasks simultaneously, and manage conflicting priorities and demands
- Supervise employees effectively

#### **Qualifications**

1. MSW or MA degree in a counseling-related field with advanced clinical practitioner licensure required.
2. Three years relevant administrative and supervisory experience.
3. Previous experience with individual counseling and group facilitation.
4. Knowledge of child development, sexual abuse and effects of domestic violence on children.
5. Sensitivity to the needs of school systems and able to work flexibly with different systems.
6. Excellent time management, organizational, and program development skills.
7. Strong oral and written communication skills.

**This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.**

**I have read and understand this Job Description.**

<b>Name</b>	<b>Signature</b>	<b>Date</b>

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## AGNES M. AOKI

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### CAPABILITIES:

- Bilingual/bicultural, English and Spanish verbal communication skills
- Experience working with diverse populations
- Recognized as a Certified Field Instructor by the UT School of Social Work
- Proficient in Macintosh and IBM computer applications
- Awarded Exemplary Service Award (chosen yearly from all SafePlace staff) in 2007
- LCSW

### EXPERIENCE HIGHLIGHTS:

#### EXPECT RESPECT COUNSELING MANAGER

8/2003-present

*Safeplace, Austin, TX*

- Provide weekly individual and group supervision to 8+ Expect Respect counselors
- Responsible for case notes, CPS reports, monthly paperwork, and data entry, especially as it relates to data pertinent to the Centers for Disease Control and Prevention evaluation of Expect Respect support groups
- Conduct time-limited individual therapy with students from middle to high school
- Assist in design and implementation of Summer Leadership Academy through City of Austin Summer Youth Employment
- Facilitate 20-hour, week long Gender Matters camps to groups of 15 teens
- Present trainings throughout the community about relationship violence issues

#### SCHOOL-BASED COUNSELOR

8/2000-8/2003

*Safeplace, Austin, TX*

- Facilitated Expect Respect groups (24 sessions) in 6 middle/high schools to students who have witnessed/experienced violence
- Conducted time-limited individual therapy with students from elementary to high school
- Provided crisis intervention to students with first time disclosures of abuse
- Assisted in design and implementation of summer teen leadership anti-bullying program and Boys & Girls Club Date SMART program
- Presented at LGRL Conference and throughout the community about relationship violence issues
- Provided weekly supervision and group/individual counseling opportunities to MSSW student

#### JOB TRAINING SPECIALIST

1/2000-7/2000

*Communities in Schools, Austin, TX*

- Assisted campus Program Manager in delivery of CIS services
- Responsible to WIA grant requirements, assessments, intake, and referrals
- Provided individual case management in pre-employment skills
- Conducted group training for City of Austin Summer Youth Employment
- Created newsletters, flyers, and information packets for students and parents

#### OUTWARD BOUND INSTRUCTOR

3/1999-7/1999

*Hurricane Island Outward Bound School, Yulee, FL*

- Managed groups of 9 to 12 adjudicated youth on river trips for 30 days
- Applied cognitive-behavioral and reality therapy techniques during lessons
- Conducted initiative and games to promote group unity
- Completed progress reports of individual students after course end

#### MSSW GRADUATE STUDENT INTERN

1/1998-7/1998

*Woodside Trails Therapeutic Camp, Smithville, TX*

- Assisted LMSW with weekly, cognitive-behavioral group for sexual offenders
- Conducted individual/family therapy with six adolescent boys
- Co-facilitated a ROPES experiential group
- Participated in treatment plan reviews and team meetings

#### MSSW GRADUATE STUDENT INTERN

1/1997-5/1997

*Children's Protective Services, Austin, TX*

- Conducted homestudies of two families for possible placement of children
- Developed and co-facilitated a Teen Father's group at a local high school
- Attended training on gangs and Family Preservation

### EDUCATION:

Masters of Science in Social Work

5/1998

*The University of Texas at Austin, Austin, TX*

**SafePlace**  
**Expect Respect EVALUATION SPECIALIST**  
**January 22, 2010**

**Department:** Expect Respect  
**Reports to:** Expect Respect Program Director  
**FLSA Status:** Exempt  
**Approved by:** Human Resources, Expect Respect Program Director  
**Approved Date:**

The **Expect Respect Evaluation Specialist** directs the on-going program evaluation of the Expect Respect Program, develops program materials based on evaluation data, and assists other SafePlace programs in designing and implementing evaluation on program effectiveness.

**Major Responsibilities**

1. Direct on-going program evaluation for the Expect Respect Program, including development of instruments and methodology, data collection and analysis, focus groups and interviews with stakeholders.
2. Engage Expect Respect team members in developing and administering evaluation instruments, conducting focus groups and participating in the analysis and utilization of data for program effectiveness and program development.
3. Support the Expect Respect staff in utilizing research and evaluation data to strengthen services, trainings and presentations.
4. Assist in continued program development, promotion and dissemination of the Expect Respect program with partners at the local, state and national levels.
5. Serve as the primary contact for the program evaluation supported by the Centers for Disease Control and Prevention.
6. Publish evaluation results in peer-reviewed journals and present findings at professional conferences.
7. Work with the SafePlace Research and Grants Coordinator and Expect Respect Program Director to identify and respond to grant opportunities.
8. Assist other SafePlace programs as needed in designing and implementing program evaluation.

The Expect Respect Evaluation Specialist serves as **Project Director for Start Strong Austin**, a four-year project (November 2008 to 2012) funded by the Robert Wood Johnson Foundation's Start Strong: Building Healthy Teen Relationships Initiative.

**Major Responsibilities**

1. Collaborate with the RWJF National Program Office and provide annual progress and financial reports.
2. Coordinate evaluation activities in collaboration with the RWJF National Program Office and RTI International.
3. Direct and coordinate project activities at SafePlace and with partner organizations.
4. Supervise Project Coordinator/ Managing Director of the Changing Lives Youth Theatre Ensemble.
5. Provide training to partners and other community organizations.
6. Provide assistance and oversight to ensure full implementation of program in partner organizations.
7. Coordinate local media campaign, ongoing media outreach, website development and local events.
8. Develop opportunities for program expansion through community collaborations and training.

### **General Requirements**

1. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Values.
2. Complies with SafePlace's Standards of Conduct.
3. Communicates effectively.
4. Handles confidential information and has the ability to interact tactfully with employees at all levels concerning sensitive issues.
5. Responds appropriately to the cultural differences present among the organization's service population and staff. Sensitive to various ethnic and social backgrounds, beliefs and values
6. Attends all required meetings.
7. Completes all requisite paperwork, for program and administration.
8. Works as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Completes other duties as assigned.
10. Fulfills the essential functions of the position

### **Knowledge, Skills and Abilities**

- Demonstrates appropriate skill level and capability in the operation of computers and general office software programs, including word-processing, spread-sheet, and database software, as required in your department.
- Pays careful attention to detail; works with accuracy and maintain neat, well-organized records.
- Works cooperatively with external partners and constituencies.
- Maintains flexibility; working with frequent interruptions and multiple and changing priorities.
- Demonstrates conviction about the capacity of people to grow and change.

### **Qualifications**

1. Ph.D. in Psychology, Social Work, Public Health or related profession.
2. Knowledge of quantitative and qualitative research methods for program evaluation.
3. Ability to bridge practice and research
  - a. Experience in conducting program evaluation.
  - b. Experience in dating violence prevention and/or counseling of children and teens who have been abused.
  - c. Experience in collaborating with the school system.
  - d. Knowledge of regulations concerning human subjects in program evaluation and research.
4. Experience in publishing and presenting evaluation results.
5. Experience in collaborating and communicating with different teams about the research process.

**This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.**

**I have read and understand this Job Description.**

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Name

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Signature

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Date

**SafePlace  
Prevention Manager  
September, 2013**

**Department:** Expect Respect Program  
**Reports to:** Expect Respect Program Director  
**FLSA Status:** Exempt  
**Approved by:**  
**Approved Date:**

The Prevention Manager is responsible for the management of prevention education and youth leadership training in schools and youth organizations.

**Major Responsibilities**

1. **Program management:** Ensures that youth in the Austin area receive educational presentations and leadership training to increase their ability to prevent violence and abuse among their peers. Coordinates services, activities and events with school, SafePlace and other agency personnel.
2. **Program development:** Develops and utilizes effective presentation methods and materials for youth and adults. Assists in other violence prevention and youth development activities at the local, state-wide and national levels through partnerships with other organizations. Responsible for developing innovative prevention strategies to engage youth in meaningful and culturally relevant prevention activities.
3. **Video:** Uses video technology to engage youth in prevention activities, document youth leadership activities and create educational video clips for training purposes.
4. **Establishes and maintains cooperative working relationships with schools and organizations.** Works closely with school administrators, counselors, and organization personnel to plan and implement community-based prevention programs. Partners with leaders in the field of youth violence prevention and youth development to increase opportunities for program development, evaluation and funding.
5. **Coordinates training for school personnel:** Coordinates training for school staff and other professionals on dating and sexual violence prevention and youth leadership development.
6. **Provides presentations and training for youth:** Provides presentations and leadership training in schools and other settings.
7. **Provides leadership for summer programming:** Develops curricula and coordinates staffing for summer programming including Gender Matters, Summer Youth Employment Training.
8. **Program evaluation and reporting:** Assists with maintaining systems for documenting services and outcomes relating to youth education and leadership programs. Responsible for assisting in setting goals and monitoring progress toward goals.
9. **Risk:** Responsible for the ongoing assessment of potential risk to program clients, staff and volunteers. Works with staff to ensure proper notification of program risk. Notifies the Director or Deputy Director in her absence.
10. **Assists in the supervision of student interns and volunteers.**
11. **Other duties as assigned.**

**General Requirements**

1. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Values.
2. Complies with SafePlace's Standards of Conduct.
3. Communicates effectively.
4. Handles confidential information and has the ability to interact tactfully with employees at all levels concerning sensitive issues.
5. Responds appropriately to the cultural differences present among the organization's service population and staff. Sensitive to various ethnic and social backgrounds, beliefs and values
6. Attends all required meetings.
7. Completes all requisite paperwork, for program and administration.
8. Works as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Completes other duties as assigned.
10. Fulfills the essential functions of the position



**Knowledge, Skills and Abilities**

- Demonstrates ability to communicate effectively with youth of diverse ages and backgrounds.
- Demonstrates appropriate skill level and capability in the operation of computers and general office software programs, including word-processing, spread-sheet, and database software, as required in your department.
- Demonstrates skill in utilizing video technology.
- Pays careful attention to detail; works with accuracy and maintain neat, well-organized records.
- Works cooperatively with external partners and constituencies.
- Maintains flexibility; working with frequent interruptions and multiple and changing priorities.
- Demonstrates conviction about the capacity of people to grow and change.

**Qualifications**

1. Minimum Bachelors degree in Social Work, Psychology, or related degree
2. Minimum one year experience in public speaking.
3. Excellent communication skills, both written and verbal,
4. Video technology skills
5. Curriculum development skills and experience.
6. Thorough understanding of subject matter. Minimum two-years experience in similar program.
7. Excellent organizational, time-management, and program development skills.
8. Ability to effectively manage multiple priorities.

**This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.**

**I have read and understand this Job Description.**

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**Name**

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**Signature**

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**Date**

**SafePlace  
Expect Respect Program Director  
September, 2013**

**Department:** Expect Respect Program  
**Reports to:** Chief Programs Officer  
**FLSA Status:** Exempt  
**Approved by:** Human Resources, Executive Director  
**Approved Date:**

The Expect Respect Program Director manages SafePlace's Expect Respect Program which provides school-based counseling and support groups, youth education and leadership programs, the Changing Lives Youth Theatre Ensemble in collaboration with Creative Action, and professional training. These components work together to promote healthy relationships and prevent dating and sexual violence among youth.

**Major Responsibilities**

1. **Program management:** Responsible for planning, developing, implementing and maintaining all Expect Respect Program components including school-based counseling and support groups, youth education and leadership training, Changing Lives Youth Theatre Ensemble and professional training to promote safe and healthy relationships and prevent dating and sexual violence among youth.
2. **Staffing:** Hires, trains, develops, evaluates and terminates (in conjunction with supervisor) a team of school-based counselors, educators, program evaluation specialist and others including volunteers and interns.
3. **Supervision:** Provides administrative (and clinical) supervision to the Expect Respect Counseling Manager, Prevention Manager, and Program Evaluation Specialist. Supervision includes individual and team meetings.
4. **Communication:** Ensures communication so that program staff are aware of agency happenings, that management is fully aware of staff concerns, that others in the agency are informed of the services available. Communicates proactively with directors and staff in other programs to ensure that agency services are coordinated and working in tandem with each other thereby ensuring integrated and complimentary services agency-wide.
5. **Leadership:** Serves on interagency and intra-agency committees and task forces to assist in agency planning, communication, problem solving and enhancement, and to build community awareness of SafePlace services and domestic violence and sexual assault issues.
6. **Program evaluation and reporting:** Responsible for designing, implementing and maintaining a system for documenting the effectiveness and efficiency of services. Responsible for setting and achieving annual performance goals (outcome and output) for the program. Ensures systems for counting, collecting and reporting on both program outputs and outcomes are in place and are operating effectively. Uses results from evaluation to improve agency services and to complete agency reporting requirements.
7. **Training and consultation:** Develops and provides training and materials to assist schools and other organizations in establishing and promoting comprehensive prevention programs.
8. **Compliance:** Ensures program compliance with funder requirements, assists with contract management and reporting as needed.
9. **Budget/Finance:** Ensures that the program operates within budget. Assists in annual budget setting process as requested. Works on securing new and renewed funding for the program as needed.
10. **Development:** Participates in supporting fundraising efforts for Expect Respect program and in generating institute revenue through sales of program manuals, training and consultation.

11. **Risk:** Responsible for the ongoing assessment of potential risk to program clients, staff and volunteers. Works with staff to ensure proper notification of program risk. Notifies the Chief Operating Officer.
12. **Paperwork:** Ensures the completion of all requisite agency and program paperwork for program, administration and communication purposes.
13. **Mission and Policy:** Works within the agency mission and philosophy, and adheres to agency policies, including confidentiality.
14. Represents SafePlace on local, state-wide and national task forces related to domestic, sexual, and youth violence and maintains SafePlace's vision and leadership within the task forces, and ensures that agency staff and leadership are aware of community issues being dealt with in these task forces.
15. Manages collaboration with partner organizations including the Austin Independent School District, and others, ensuring that services are cooperatively planned, implemented, operated and evaluated. Responsible for maintaining fair, active and cooperative relationships between the partner agencies. Ensures that all collaborative projects are meeting expectations.

#### **General Requirements**

1. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Values.
2. Complies with SafePlace's Standards of Conduct.
3. Communicates effectively.
4. Handles confidential information and has the ability to interact tactfully with employees at all levels concerning sensitive issues.
5. Responds appropriately to the cultural differences present among the organization's service population and staff. Sensitive to various ethnic and social backgrounds, beliefs and values
6. Attends all required meetings.
7. Completes all requisite paperwork, for program and administration.
8. Works as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Completes other duties as assigned.
10. Fulfills the essential functions of the position

#### **Knowledge, Skills and Abilities**

1. Demonstrates appropriate skill level and capability in the operation of computers and general office software programs, including word-processing, spread-sheet, and database software, as required in your department.
2. Pays careful attention to detail; works with accuracy and maintain neat, well-organized records
3. Works cooperatively with external partners and constituencies.
4. Maintains flexibility; working with frequent interruptions and multiple and changing priorities
5. Demonstrates conviction about the capacity of people to grow and change
6. Effectively organizes work to meet frequent and/or multiple deadlines, handle multiple tasks simultaneously, and manage conflicting priorities and demands
7. Supervise employees effectively
8. Prepares and reviews programmatic and/or agency budget reports.
9. Analyzes problems and devises effective solutions based on sound judgment
10. Works independently, exercises initiative, and accomplishes tasks without continuous supervision
11. Plans procedures and coordinates complex departmental operations; Demonstrates emphasis on improving quality of staff, systems, and environment
12. Sets measurable goals and evaluates achievement of goals.
13. Gives and receives feedback and evaluation as an improvement tool
14. Actively and cooperatively participates in self-directed management teams or groups.

**Qualifications**

1. Masters in Social Work or related field with a minimum of 6 years practice experience. Additional practice experience can be substituted for Masters (Note: this second line may be appropriate for most non-clinical positions.)
2. Two years supervisory and management experience in a comparable position.
3. Knowledge of domestic violence, sexual assault and women's and family issues
4. Excellent organizational, problem solving and communication skills
5. Ability to work as a team member
6. Ability to effectively manage, including management of multiple priorities

**This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.**

**I have read and understand this Job Description.**

---

**Name**

---

**Signature**

---

**Date**

SafePlace  
P.O. Box 19454  
Austin, TX 78760  
(512) 356-1628

brosenbluth@SafePlace.org

## Barri Rosenbluth LCSW

---

**Education:** **Master of Science in Social Work**, The University of Texas at Austin,  
Concentration in Administration and Planning, May 1990 LCSW - #25503

**Bachelor of Arts in Psychology**, The University of Texas at Austin,  
December 1985

**Awards:** 2010 Professional Innovation in Victims Services, Office for Victims of Crime,  
U.S. Department of Justice

2004 Texas School Social Work Partner of the Year

1989-90 Charles Laughton Presidential Scholar in the Master of Science in  
Social Work program at the University of Texas School of Social Work

**Experience:** 1998-present SafePlace Austin, TX

**Expect Respect Program Director**

- Direct 15-member team that provides school-based counseling, support groups, leadership programs, staff and parent training, and community events promoting healthy teen relationships in the Austin area.
- Collaborate with school district administrators, community organizations, funders, and others to develop innovative strategies and programs to prevent teen dating abuse and respond to youth exposed to violence.
- Oversee CDC-funded controlled evaluation of Expect Respect Support Groups involving 3 school districts.
- Collaborate with EngenderHealth on the development, implementation and evaluation of Gender Matters, a gender-transformative teen pregnancy prevention program integrating sexual violence prevention with sexual health. This initiative was selected to receive the 2013 Emerging Innovation Award by the Healthy Teen Network.
- Provide training and materials for educators, counselors, nurses, parents and other groups at the local, state-wide and national levels.
- Participate in numerous local and national advisory boards, task forces, and planning committees concerning children's health and violence prevention.
- Assist school district administrators in developing and implementing policies and training for school personnel concerning dating violence, sexual harassment and bullying.
- Oversight of *Start Strong Austin: Building Healthy Teen Relationships Initiative* funded by the Robert Wood Johnson Foundation.
- Initiated primary prevention program for dating violence by addressing bullying and sexual harassment in elementary schools with initial funding from the U.S. Centers for Disease Control and Prevention (CDC).
- Developed and expanded SafePlace's bullying prevention program to more than 20 schools in the Austin area.
- Expect Respect was one of four programs selected in the country to participate in a national evaluation for the primary prevention of male sexual violence

conducted by the CDC in conjunction with Research Triangle International (RTI).

- Facilitated downlink site for the Partnerships for Preventing Violence National Satellite Training Series, Harvard School of Public Health over a 3-year period.
- Hosted five annual conferences at SafePlace entitled, From Bullying to Battering: Building Partnerships for Safe Schools.

1991-1997                      The Center for Battered Women                      Austin, TX

**Teen Dating Violence Project Coordinator**

- Supervised school-based counseling program for young men and women.
- Developed original Expect Respect curriculum for preventing teenage dating violence utilized by this program and others throughout the nation.
- Trained and coordinated volunteers to facilitate educational programs in schools.

1990-1993                      The Center for Battered Women                      Austin, TX

**Outreach Services Coordinator**

- Supervised counseling, support groups, children's program and legal advocacy services to clients in a non-residential setting.
- Provided individual and group counseling sessions for adult battered women.
- Coordinated targeted minority outreach efforts in community.
- Expanded Teen Dating Violence Project to additional schools and to include groups for boys.

1988-1990                      YWCA                      Austin, TX

**Parents Anonymous Program Coordinator**

- Facilitated the Nurturing Program, a family education program for adults and children.
- Organized publicity and community education for local Parent Anonymous program.
- Trained and supervised volunteers.

1987-1988                      Capital Area Easter Seal Rehab. Center                      Austin, TX

**Peers Program Coordinator**

- Developed group counseling/activity program for children with Attention Deficit Disorder.
- Established structured and supportive environment for youth to learn and practice social skills.
- Coordinated educational and recreational field trips and activities.

**Center Manager**

- Managed after-school program at public school facility.
- Instituted programs for parental involvement, prejudice reduction, Campfire Girls and Boys.
- Planned and directed residential summer camps for children.

**Publications:**

- Teen Dating Abuse: Recognition and Interventions. Freeman, S.A., Rosenbluth, B. & Cotton, L. (2013). NASN School Nurse, Vol. 28, Number 2, March 2013, National Association of School Nurses. <http://Nasn.sagepub.com>.
- Expect Respect Support Groups: Preliminary Evaluation of a Dating Violence Prevention Program for At-Risk Youth. Violence Against Women. Ball, B. Teten, A., Noonan, R., Valle, L., Hamburger, M. & Rosenbluth, B. (2012) Sage <http://www.sagepublications.com>
- Integrating Strategies for Bullying, Sexual Harassment and Dating Violence Prevention: The Expect Respect Elementary School Project. Rosenbluth, B., Whitaker, D. Valle, L.A., & Ball, B. In D. Espelage and S. Swearer (Eds.). Bullying in North American Schools. New York: Taylor and Francis, 2010.
- A Guide for Addressing Abusive Relationships Among Runaway and Homeless Youth in Texas, funded by the U.S. Administration for Children and Families, Department of Health and Human Services. Rosenbluth, B.; Randolph, R.; and Schenck, K., 2010 (unpublished report).
- Where Teens Live: Taking an Ecological Approach to Dating Violence Prevention. Ball, B. & Rosenbluth, B. In F. Danis & L. Lockhart (Eds.). Domestic Violence: Intersectionality and Culturally Competent Practice, pp. 369-399. New York: Columbia University Press, 2010.
- Considerations for the Definition, Measurement, Consequences, and Prevention of Dating Violence Victimization among Adolescent Girls. Teten, A. L.; Ball, B.; Valle, L. A.; Noonan, R.; and Rosenbluth, B. Journal of Women's Health. Volume 18, Number 7, 2009.
- Like a Family but Better Because You Can Actually Trust Each Other: The Expect Respect Dating Violence Prevention Program for At-Risk Youth, Ball, B.; Kerig, P.; and Rosenbluth, B. Journal of Health Promotion and Practice, Supplement to Volume 10/Issue 1/January 2009 pg. 45S-58S.
- The Expect Respect Program Manual: A School-Based Program for Preventing Teen Dating Violence and Promoting Healthy Relationships, Ball, B., Rosenbluth, B., Aoki, A. and Randolph, R., SafePlace, Austin, Texas, 2010, 2008.
- Expect Respect: A Support Group Curriculum for Safe and Healthy Relationships, SafePlace, Austin, Texas, 1996-2004.
- Expect Respect: A School-based Program Promoting Safe and Healthy Relationships for Youth, National Resource Center on Domestic Violence, Harrisburg, PA, 2001.
- Love—All That and More: A Six-Session Curriculum and 3-video series on Healthy Relationships for Youth and Young Adults. Published by the



FaithTrust Institute, Seattle, WA, 2001.

- Date SMART Program Guide. Rosenbluth, B. and Peacock D. for the Boys and Girls Clubs of America, 2003.
- Young Men as Allies in Preventing Violence and Abuse: Building Effective Partnerships with Schools. Berkowitz, A.; Jaffe, P.; Peacock, D.; Rosenbluth, B. & Sousa, C. posted by the Family Violence Prevention Fund's Building Partnerships to End Men's Violence: Online Discussion Series, 2004.
- The Expect Respect Project: Preventing Bullying and Sexual Harassment in Elementary Schools. Rosenbluth, B.; Sanchez, E.; Whitaker, D. J. and Valle, L. A. in *Bullying in Schools: How Successful Can Interventions Be?* Edited by Smith P.; Pepler, D. and Rigby, K. Cambridge University Press, 2004.
- Preventing Bullying and Sexual Harassment in Elementary Schools: The Expect Respect Model. Sanchez, E; Robertson, T; Lewis, C. ; Rosenbluth, B.; Bohman, T. and Casey, D. in *Bullying Behavior: Current Issues, Research, and Interventions* edited by Geffner, R.; Loring, M.; and Young, C. Published by the Haworth Maltreatment & Trauma Press, co-published simultaneously as *Journal of Emotional Abuse*, Volume 2, Numbers 2/3 2001, pg. 157-180.
- Expect Respect: A School-based Intervention to Promote Awareness and Effective Responses to Bullying and Sexual Harassment. Whitaker D.J.; Rosenbluth, B.; Valle, L.A. and Sanchez, E. in *Bullying in American Schools: A Social-Ecological Perspective on Prevention and Intervention* edited by Espelage D. L. and Swearer, S. M. Published by Lawrence Erlbaum Associates, Inc, 2004, pg. 327-350.
- The Expect Respect Project: Creating a Positive Elementary School Climate. Meraviglia, M.; Becker, H.; Rosenbluth, B.; Sanchez, E. and Robertson, T. *Journal of Interpersonal Violence* Vol. 18 No. 11, November 2003 pg. 1347-1360.

**SafePlace**  
**Managing Director for Changing Lives Youth**  
**Theatre Ensemble**  
**October 1, 2012**

**Department:** Expect Respect  
**Reports to:** Evaluation Specialist  
**FLSA Status:** Exempt  
**Approved by:** Human Resources, Evaluation Specialist  
**Approved Date:** October 1, 2012

This position serves as the **Managing Director for the Changing Lives Youth Theatre Ensemble**. Creative Action and SafePlace collaborate in directing and promoting the *Changing Lives Youth Theatre Ensemble*. *Changing Lives* consists of high school students who come together to create compelling, interactive, educational theatre. The Managing Director for the *Changing Lives Youth Theatre Ensemble* co-directs the ensemble with a Creative Director employed by Creative Action. The Managing Director is responsible for mentoring youth, implementing prevention curriculum, engaging ensemble members in developing compelling prevention messages geared toward their peers, reaching out to parents, coordinating theater operations, booking the tour, and promoting the show. This position reports to the Start Strong Austin Project Director at SafePlace and collaborates closely with team members from SafePlace's Expect Respect Program and Creative Action.

- a. Collaborates with Creative Director to recruit and train youth actors.
- b. Engages parents of youth actors in supporting program goals and activities.
- c. Participates in all aspects of training, rehearsals, performances and production for summer and school-year seasons.
  - Implements a curriculum that is designed to enhance ensemble members' awareness for harassment and abuse in relationships, increases their knowledge about healthy relationships and engages them in developing culturally relevant messages to promote safe and healthy relationships.
  - Conducts pre- and post- performance meetings.
  - Provides transportation for youth as necessary to participate in performances and other events.
- d. Schedules performances in school and community settings and ensures support of host organizations in engaging youth and community audience.
  - Visits performance sites and ensures that technical needs of the ensemble are met (e.g. sound and lighting).
  - Develops materials for schools to process the performance and prevention messages with students.
  - Links Changing Lives Performances in schools to other activities that are designed to prevent bullying, harassment and dating violence and promote a positive school climate.
- e. Markets and promotes performances in the community by utilizing social media, designing posters and brochures, reaching out to local media, and other youth serving organizations.
- f. Collaborates with SafePlace staff and Theatre Action Project in the ongoing development of a training guide for summer and school-year seasons.
- g. Assist in all aspects of program management, tracking and evaluation and other duties as assigned.

**General Requirements**

- 1. Adheres to SafePlace's Confidentiality Policy and works with the Agency Mission and Statement of Values.
- 2. Complies with SafePlace's Standards of Conduct.
- 3. Communicates effectively.

4. Handles confidential information and has the ability to interact tactfully with employees at all levels concerning sensitive issues.
5. Responds appropriately to the cultural differences present among the organization's service population and staff. Sensitive to various ethnic and social backgrounds, beliefs and values
6. Attends all required meetings.
7. Completes all requisite paperwork, for program and administration.
8. Works as a team member, providing support as well as constructive feedback in interpersonal interactions.
9. Transports students using SafePlace and/or personal vehicle.
10. Completes other duties as assigned.
11. Fulfills the essential functions of the position

#### **Knowledge, Skills and Abilities**

- Demonstrates appropriate skill level and capability in the operation of computers and general office software programs, including word-processing, spread-sheet, and database software, as required in the department.
- Pays careful attention to detail; works with accuracy and maintain neat, well-organized records.
- Works cooperatively with external partners and constituencies.
- Maintains flexibility; working with frequent interruptions and multiple and changing priorities.
- Demonstrates conviction about the capacity of people to grow and change

#### **Qualifications**

1. Experience in engaging youth through theatre or other creative arts.
2. Experience with prevention of DV/SA, teen dating violence or related issues.
3. Experience in designing and producing marketing and promotional materials targeting youth.
4. A strong drive and determination to advance creative ideas to increase youth and community engagement.
5. Strong organizational skills.
6. Excellent communication and collaboration skills
7. Minimum of a Bachelor's degree in media and communications, theatre, marketing, education or a related field; and 3+ year's of work experience
8. Bi-lingual (English/Spanish) preferred
9. Must be available to work two evenings/ week to support rehearsals and additional weekends or evenings as required by the Changing Lives performance schedule and community events.

**This job description is not intended to be all-inclusive. SafePlace reserves the right to revise or change duties as the need arises. This job description does not constitute a written or implied contract of employment.**

**I have read and understand this Job Description.**

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**Employee Signature**

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**Date**

---

**Supervisor Signature**

---

**Date**

## Attachment D: Memoranda of Understanding (MOUs)

## **Memorandum of Understanding**

### **SafePlace's Expect Respect Program Proposal to the City of Austin, Health & Human Services Department, Solicitation Number: EAD0116-2014 Self-Sufficiency Continuum for Social Services**

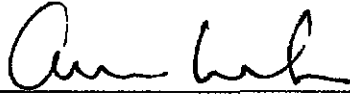
Austin Voices for Education and Youth (AVEY) agrees to partner with SafePlace's Expect Respect Program to reduce and prevent children's exposure to violence in two high need (e.g., poverty, violence, substance abuse) areas of Austin.

As a community leader with longstanding experience in parent engagement and youth development AVEY recognizes the harmful impact of violence and abuse on youth and families in our community. Through our six school-based Family Resource Centers (FRC) AVEY assists hundreds of families each year in accessing affordable housing, health insurance & health care, employment services, legal aid, financial assistance, & skill building workshops. Many of our families experience violence and abuse and increasingly we rely on SafePlace to provide shelter, advocacy, and related services.

The proposed project (which includes sub-contracts for case management to AVEY and The Austin Project (TAP) will improve service delivery by increasing access to school-based counseling and support groups for youth exposed to violence (K-12<sup>th</sup> grade) in the Lanier High School (78753, 78758, 78757 & 78727) and Eastside Memorial High School (78741, 78702, 78721, 78725 & 78742) vertical teams and case management for their families through school-based FRCs at Burnet and Martin Middle Schools. Our collaborative will consist of the following services, creating a continuum of care for vulnerable youth and families.

1. Expect Respect will provide school-based counseling and support groups for youth exposed to violence at Lanier High School, Burnet Middle School, Cook, McBee, Read, Woolridge & Wooten Elementary Schools, and at Eastside Memorial High School, Martin Middle School, Allan, Allison, Brook, Govalle, Metz, Ortega & Zavala Elementary Schools.
2. FRCs at Burnet Middle School (run by AVEY) and Martin Middle School (run by TAP) will provide case management for families of youth exposed to violence residing in the Lanier High School and Eastside Memorial High School vertical team areas.
3. Expect Respect, AISD personnel and FRCs will coordinate services to ensure that children and families are safe and supported and will collaborate to engage families in promoting safe and healthy relationships through school-based workshops and events.

We look forward to strengthening our partnership with Expect Respect and to increasing our capacity to reduce and prevent children's exposure to violence.



Date 4/15/14

Allen Weeks, Executive Director

Austin Voices for Education and Youth

6633 Highway 290 East, Suite 307

Austin, TX 78723



Date 4.21.2014

Julia Spann, Executive Director

SafePlace

P.O. Box 19454

Austin, TX 78760

## Memorandum of Understanding

SafePlace's Expect Respect Program Proposal to the City of Austin, Health & Human Services Department, Solicitation Number: EAD0116-2014 Self-Sufficiency Continuum for Social Services

The Austin Project (TAP) agrees to partner with SafePlace's Expect Respect Program to reduce and prevent children's exposure to violence in two high need (e.g., poverty, violence, substance abuse) areas of Austin.

Over the past 19 years TAP has worked with community partners, including SafePlace, to nurture strength-based, efficient service delivery systems. Currently, TAP operates Family Resource Centers (FRC) on two campuses to help families access low-income housing, health insurance, emergency health care, employment services, legal aid, financial assistance, adult education and connection to community through local faith-based organizations, neighborhood associations, and community events. Each FRC impacts hundreds of families each year and is helping to improve student attendance, reduce high student mobility rates, and stabilize families living in poverty.

Many of the families TAP serves experience domestic violence and its case managers frequently refer clients to SafePlace's emergency shelter, hotline, and non-residential counseling. In 2008-12 TAP and Expect Respect collaborated on the Parent and Youth Transition Initiative to educate families of students transitioning from elementary to middle school on promoting healthy teen relationships.

The proposed project (which includes sub-contracts for case management to TAP and Austin Voices for Education and Youth (AVEY) will improve service delivery by increasing access to school-based counseling and support groups for youth exposed to violence (K-12<sup>th</sup> grade) in the Lanier High School (78753, 78758, 78757, 78727) and Eastside Memorial High School (78741, 78702, 78721, 78725, 78742) vertical teams and case management for their families through FRC's at Burnet and Martin Middle Schools. Our collaborative will consist of the following services, creating a continuum of care for vulnerable youth and families.

1. Expect Respect will provide school-based counseling and support groups for youth exposed to violence at Lanier High School, Burnet Middle School, Cook, McBee, Read, Woolridge & Wooten Elementary Schools, and at Eastside Memorial High School, Martin Middle School, Allan, Allison, Brook, Govalle, Metz, Ortega & Zavala Elementary Schools.
2. FRCs at Burnet Middle School (run by AVEY) and Martin Middle School (run by TAP) will provide case management for families of youth exposed to violence residing in the Lanier High School and Eastside Memorial High School vertical team areas.



3. Expect Respect, AISD personnel and FRCs will coordinate services to ensure that children and families are safe and supported and will collaborate to engage families in promoting safe and healthy relationships through school-based workshops and events.

We look forward to strengthening our partnership and to increasing our capacity to reduce and prevent children's exposure to violence.



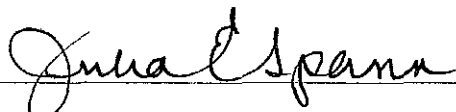
Donna Hagey, Executive Director

The Austin Project

5221 Ledesma Rd.

Austin, TX 78721

Date April 3, 2014



Julia Spann, Executive Director

SafePlace

P.O. Box 19454

Austin, TX 78760

Date 4-21-2014

## Memorandum of Understanding

### SafePlace's Expect Respect Program Proposal to the City of Austin, Health & Human Services Department, Solicitation Number: EAD0116-2014 Self-Sufficiency Continuum for Social Services

The Austin Independent School District (AISD) agrees to collaborate with SafePlace's Expect Respect Program in reducing and preventing children's exposure to violence in two high need (e.g., poverty, violence, substance abuse) areas of Austin. Since 1989 Expect Respect has provided school-based counseling and support groups for AISD students exposed to violence. Each year this program serves over 500 students in 24 schools. In addition, program staff provide consultation and training for administrators, counselors, teachers, nurses and others on the prevention of dating abuse, sexual harassment and bullying. Expect Respect staff also work with student leadership groups to create school-wide campaigns and with AISD Parent Support Specialists to promote safe and healthy relationships through parent workshops and events.


Expect Respect works closely with AISD departments of Learning Support Services and Social Emotional Learning to integrate its services with district initiatives. Expect Respect staff serve on the AISD School Health Advisory Council and Interagency Council and participate in the Ready by 21 Coalition and the Children and Youth Mental Health Planning Partnership, two community-wide coalitions that impact children's health, safety and academic success.

We support the proposed project which will increase access to school-based counseling and support groups for youth exposed to violence (K-12<sup>th</sup> grade), in the Lanier High School (78753, 78758, 78757, 78727) and Eastside Memorial High School (78741, 78702, 78721, 78725, 78742) vertical teams and case management for their families through Family Resource Centers (FRC) at Martin and Burnet Middle Schools.

Our collaborative will consist of the following services, creating a continuum of care for vulnerable youth and families.

1. Expect Respect will provide school-based counseling and support groups for youth exposed to violence at Lanier High School, Burnet Middle School, Cook, McBee, Read, Woolridge & Wooten Elementary Schools, and at Eastside Memorial High School, Martin Middle School, Allan, Allison, Brook, Govalle, Metz, Ortega & Zavala Elementary Schools.
2. FRCs at Burnet Middle School (run by Austin Voices for Education and Youth) and Martin Middle School (run by The Austin Project) will provide case management for families of youth exposed to violence residing in the Lanier High School and Eastside Memorial High School vertical team areas.
3. Expect Respect, AISD personnel and FRCs will coordinate services to ensure that children and families are safe and supported and will collaborate to engage families in promoting safe and healthy relationships through school-based workshops and events.

We look forward to strengthening our partnership with Expect Respect and to increasing our capacity to reduce and prevent children's exposure to violence.

  
\_\_\_\_\_

Dr. Meria Carstarphen, Superintendent


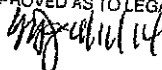
Austin Independent School District

1111 W. Sixth Street

Austin, TX 78703

Date 4/16/14

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_

Julia Spann, Executive Director

SafePlace

P.O. Box 19454

Austin, TX 78760

Date 4-21-2014



## Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767  
(512) 854-4100 Fax (512) 854-4279

### Letter of Support

SafePlace's Expect Respect Program Proposal to the City of Austin, Health & Human Services Department, Solicitation Number: EAD0116-2014 Self-Sufficiency Continuum for Social Services

Travis County Health and Human Services & Veterans Service, Work-based Learning/Summer Youth Employment Program (WBL/SYEP) is pleased to support SafePlace's proposal to reduce and prevent children's exposure to violence.

Our mission is to provide opportunities for youth development through meaningful work experiences that promote economic self-sufficiency, good citizenship and healthy lifestyles. Our WBL/SYEP provides youth knowledge, job skills, and employment opportunities.

SafePlace's Expect Respect Program has been a valued partner for more than 10 years. Each summer the Expect Respect Program provides a 5-week youth leadership and work experience program for approximately 20 youth. Program staff also provide orientation and job training sessions for youth applying for a summer job during Spring Break.

The Expect Respect Program consistently provides a positive work experience for our youth. Program staff are effective in building and supporting youth leadership and job readiness skills. They are dependable, professional, and serve as positive role models.

Through the proposed project Expect Respect will continue to provide a summer work site, serving approximately 20 youth (paid by WBL/SYEP) through its Expect Respect Youth Leadership Academy. Students will be placed at Safeplace for one, 5-week session each summer. Youth will learn about their community, explore career options, build leadership skills and use their talents to promote safe and healthy relationships in Austin.

We look forward to continuing our partnership with SafePlace's Expect Respect Program.

A handwritten signature in cursive script, reading "Deborah Britton", is written over a horizontal line.

Deborah Britton, Director  
Community Services Division  
Travis County Health and Human Services & Veterans Service  
100 North IH-35, Suite 3200  
Austin, Texas 78701

Date 3/7/2014

## Attachment E: Healthy Service Environment Policies

**Travis County Domestic Violence and Sexual Assault Survival Center, d/b/a SafePlace**

**Workplace Policies**

**Excerpted from the SafePlace Personnel Policy Manual**

1. Drug-Free Workplace
2. Smoke-Free Workplace
3. Health and Wellness
4. Domestic Violence and Sexual Abuse in the Workplace

## DRUG-FREE WORKPLACE

SafePlace is committed to protecting the safety, health and well-being of all employees and individuals in our workplace. We comply with the Federal Drug-Free Workplace Act, which prohibits the use of illegal drugs or intoxicants and alcohol at the workplace, including the sale, manufacture, distribution, purchase, dispensing, possession, or use of drugs or controlled substances. This policy includes all SafePlace facilities, vehicles, lockers, workspaces, and parking lots and covers all staff, volunteers, clients, or contractors. These activities are subject to disciplinary action, up to and including immediate termination.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of their job. If the use of a medication could compromise the safety of the employee, co-workers, clients, or volunteers, it is the responsibility of the employee to use the appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify Supervisor, etc.) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

SafePlace reserves the right to require drug testing for cause. Any employee suspected of drug use will be drug tested.

SafePlace recognizes that drug and alcohol abuse is a serious medical problem and wishes to assist you if you have a problem with illegal drugs or alcohol that may interfere with your ability to perform your job in a satisfactory manner. If you believe you have a drug or alcohol problem you are strongly encouraged to be pro-active to resolve the problem and maintain a recovery program. SafePlace will make every reasonable accommodation to assist you while in a medically-directed recovery program. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefits plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee. Any request for accommodation will need a medical release and information from your doctor and may require certification of entry into a recovery program. With advance notice to your immediate Supervisor and the Human Resources Director, accrued sick time and vacation may be used. Following the use of such accruals, the remainder of any approved leave will be unpaid (see Administrative Leave). All information pertinent to a violation of this policy and subsequent treatment is confidential information. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment. An employee required to enter rehabilitation that fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

If you are "under the influence" of illegal drugs or alcohol while at work you will be subject to disciplinary action, up to and including immediate termination.

Any employee who is convicted of a criminal drug violation in the workplace must notify the Human Resources Director in writing within five calendar days of the conviction. SafePlace will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

approved -  
JL Spann  
Executive Director

## **SMOKE-FREE WORKPLACE** (Board approved December 2003)

All SafePlace buildings are smoke-free facilities. Smoking is permitted in designated areas outside each building and may not occur within 15 feet of a building's entrance.

## **HEALTH AND WELLNESS**

SafePlace recognizes the importance of a healthy work/life balance. We are dedicated to provide an environment conducive to promote the health and wellness of our staff. We provide an array of benefits and practices to encourage a strong work/life balance.

- Employee Assistance Program is available for mental health, legal, and financial support.
- Annual Leave accrual is included in our benefits, increasing with your length of service.
- Sick Leave is included in our benefits.
- Protected Time off is available for leaves associated with the birth or adoption of a child. These may be unpaid or paid with your leave balances. Please discuss with your Supervisor and the Human Resources Director
- Protected Time off is available when caring for yourself or a loved one during an illness. This may be unpaid or paid with your leave balances. Please discuss with your Supervisor and Human Resources Director. A doctor's statement may be required.
- Protected Time off is available for military families under certain circumstances. Please discuss with your Supervisor and Human Resources Director.
- Sick Bank Leave is available for staff that has chronic or catastrophic health crises. All other leave balances must be exhausted. Please discuss with the Human Resources Director.
- Daycare on-site may be available at the Child Development Center. Please contact the CDC Director for Spaces availability and cost.
- Flexible schedules may be available, including telecommuting or reduction of hours. Please discuss your needs with your Supervisor. As the clients are our first consideration, there are a few departments where flexible scheduling is not possible.
- The workplace is family friendly. If the primary care of a family member is your responsibility, you may be able to have that person come to work with you for a designated and planned period of time in addition to flexible work hours or telecommuting. Please discuss your needs with your Supervisor. As the clients are our first consideration, there are a few departments where having a family member with you would not be possible. Please discuss your needs with your Supervisor.
- Private areas are available for breastfeeding or the expressing of milk. Please consider the other participants in meetings and remove yourself should your child need to be fed or changed, or is disruptive. Caregiver's children are welcome in the workplace. However, accomplishing work goals, courtesy to other employees, full attention to clients, etc., will define the opportunity for children to come with their caregiver.
- Unpaid Leaves of Absence are available. Please discuss with your Supervisor and the Human Resources Director.
- There is a domestic and sexual violence response team to provide support and resources to employees experiencing violence in their home.
- Provide areas for wellness programs, such as yoga.

Approved.  
J. Spann  
Executive Director



## PREVENTING ILLNESS IN OUR WORKPLACE

SafePlace will stay informed of health alerts from the CDC and other organizations and notify staff of precautions or regimens to follow if needed.

To prevent contagion, staff should always practice good sanitation in the form of thorough hand washing, and proper care when ill. In addition, staff should:

- Pay attention to new information.
- Wash or sanitize your hands regularly. Hourly is often recommended.
- Keep the work areas around you clean.
- If you become sick and have a fever, tell your Supervisor and do not come to work.

## DOMESTIC VIOLENCE AND SEXUAL ABUSE IN THE WORKPLACE

(Board approved December 2003)

It is the policy of SafePlace to use early prevention strategies in order to avoid or minimize the occurrence and effect of domestic violence or sexual abuse in the workplace. SafePlace will provide available support and assistance to employees who are survivors of domestic violence or sexual abuse. This support may include: confidential means for coming forward for help, resource and referral information, and additional security in the workplace. As requested, written resource and referral information will be available in the primary languages spoken by employees. Other appropriate assistance will be provided based on individual need. In responses to domestic violence or sexual abuse, SafePlace will respect the confidentiality and autonomy of the survivor to direct her or his own life, to the fullest extent permitted by law.

Engaging in threatening, harassing and/or violent behavior on the SafePlace premises, during working hours, at employer-sponsored events or using SafePlace resources (telephones, faxes, email), is prohibited and will not be tolerated. SafePlace will take all necessary measures to ensure the workplace is safe from violence.

### Survivors

SafePlace will provide support and assistance to employees who are survivors of domestic violence or sexual abuse. This support may include:

A confidential means for coming forward for help. As a survivor of domestic violence or sexual abuse, you can make your own choices about whom to go to for assistance. There is no requirement that you speak to your direct Supervisor, although you are encouraged to do so.

- Resource and referral information about seeking direct service help. It presents a conflict of interest for our staff to provide you with counseling or casework support. You can, however, talk to the Program Directors in those areas, and they can contact the counterparts in sister agencies to arrange services for you.
- Additional security at the workplace.
- Accommodate work schedule needs around court dates, medical or counseling needs.
- Workplace relocation within our means, if needed.

Approved  
JL Spann  
Executive Director

### Aggressors

An employee charged with a crime under the family violence or sexual assault statutes must report that information immediately to the Executive Director, or designee. SafePlace will take all measures necessary to ensure the workplace is free from violence, and perpetrator accountability required by law is adhered to. This accountability may include:

- A written expectation for compliance with any and all court orders.
- Required participation in a Batterer's Intervention/Prevention Program.
- Disciplinary Action. Along with an education plan around issues of domestic violence or sexual assault that includes safety planning.
- Termination. The immediate termination of an employee is always at the discretion of the Executive Director, or designee.

Approved  
JLHann  
Executive Director

**Section 0615**  
**Connection to Self-Sufficiency Goals**  
**and Life Continuum Categories**

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select <b>only one (1)</b> of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input checked="" type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Select <b>only one (1)</b> of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input checked="" type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input checked="" type="checkbox"/> Enrichment</li> </ul>	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input type="checkbox"/> Youth</li> <li><input checked="" type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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## Section 0640

### Program Performance Measures and Goals

#### OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	440	764	1,204

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	1,320	2,292	3,612

<u>OUTPUT # 3 Primary Life Continuum</u> <u>Category</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Youth participating in Expect Respect Support Groups, Counseling & Leadership Academy per year	280	764	1,044

<u>OUTPUT # 4 Secondary Life Continuum</u> <u>Category</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Families participating in case management, workshops & events at FRCs per year	160	0	160

#### OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required High Level Outcome)	Total Program Annual Goal
Number of youth & families who demonstrate improved skills and/or knowledge (numerator)	396
Total number of youth & families served (denominator)	440
Percentage of youth & families who demonstrate improved skills and/or knowledge (outcome rate)	90%

## Section 0640

### Program Performance Measures and Goals

Total Program Performance – OUTCOME # 2 (Proposed Outcome) <i>Primary Self-Sufficiency Goal – Problem Prevention</i>	Total Program Annual Goal
Number of youth & families that report increased skills for healthy relationships (numerator)	396
Total number of youth in Expect Respect Support Groups, Counseling & Expect Respect Leadership Academy & families participating in case management, workshops & events (denominator)	440
Percentage of youth participating in Expect Respect Support Groups, Counseling & Leadership Academy that report increased skills for healthy relationships (outcome rate)	90%

Total Program Performance – OUTCOME # 3 (Proposed program outcome) <i>Secondary Self-Sufficiency Goal – Safety Net/Infrastructure Services</i>	Total Program Annual Goal
Number of families that report an increase in knowledge/ access to resources (numerator)	144
Number of families participating in case management, workshops & events at the FRCs (denominator)	160
Percentage of families participating in case management, workshops & events at the FRCs that report an increase in knowledge/access to resources (outcome rate)	90%

Total Program Performance – OUTCOME # 4 (Proposed program outcome) <i>Secondary Self-Sufficiency Goal – Enrichment</i>	Total Program Annual Goal
Number of youth & families that report increased confidence in speaking up when they observe abusive behaviors (numerator)	108
Number of youth in Expect Respect Leadership Academy & families participating in workshops & events (denominator)	120
Percentage of youth & families that report increased confidence in speaking up when they observe abusive behaviors (outcome rate)	90%

**Section 0645**  
**Program Staff Positions and Time**

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Expect Respect Counselor	6.00
Expect Respect Facilitator	2.00
Expect Respect Counseling Manager	1.00
Evaluation Specialist	1.00
Expect Respect Prevention Manager	1.00
Expect Respect Program Director	1.00
Managing Director Changing Lives	0.50
TOTAL FTEs =	12.50

## Section 0650

### Program Budget and Narrative

#### *Program Budget*

Applicant must input all proposed budget line items per the applicable Life Continuum categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a twelve (12) month amount of funding.
- The dollar amount requested in your Application's Program Budget and Narrative must be budgeted under one or more of the Life Continuum categories (Early Childhood, Youth, Adults & Families, Seniors & Persons with Disabilities).
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing \$5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item, but shall provide separate details for each relevant item in the Program Subcontractors form. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Direct Assistance to Clients includes rent, mortgage, utilities, or transportation costs, etc.
- "Amount Funded by ALL OTHER Sources" is the balance of funding from all sources other than the City of Austin.
- "Total Budget" is the sum of all funding sources, which is the entire cost of the program.
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in WHOLE DOLLARS.

**Section 0650**  
**Program Budget and Narrative**

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>						
1. Salaries plus Benefits		\$162,393			\$529,938	\$692,331
<b>A. Subtotals: PERSONNEL</b>		\$162,393			\$529,938	\$692,331
<b>OPERATING EXPENSES</b>						
2. General Operating Expenses		\$7,500			\$84,421	\$91,921
3. Consultants/ Contractuals		\$65,707			0	\$65,707
4. Staff Travel - <u>Out of Travis County</u>		0			0	0
5. Conferences/Seminars - <u>Out of Travis County</u>		0			0	0
<b>B. Subtotals: OPERATING EXPENSES</b>		\$73,207			\$84,421	\$157,628
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>						
6. Food/Beverage for Clients		0			0	0
7. Financial Assistance for Clients		0			0	0
8. Other ( <i>specify</i> )		0			0	0
<b>C. Subtotals: DIRECT ASSISTANCE</b>		0			0	0
<b>CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)</b>						
9. Capital Outlay		0			0	0
<b>D. Subtotals: CAPITAL OUTLAY</b>		0			0	0
<b>TOTALS</b>						
<b>GRAND TOTALS (A + B + C + D)</b>	0	\$235,600			\$614,359	\$849,959
<b>PERCENT SHARE of Total for Funding Sources:</b>	0%	27.72%	0%	0%	72.28%	100%



## Section 0650 Program Budget and Narrative

### Program Subcontractors

SUBCONTRACTOR #1		
Name of Subcontractor	Austin Voices for Education and Youth	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Social worker (.5 FTE) & Prgm. Director (.10 FTE) provide case management and educational workshops/events at Burnet Middle School.	
Number of Clients to be Served (if applicable)	Case management: 90 families (30 per year) at Burnet MS FRC. Parent workshops/events: 150 (50 per year) at Burnet MS.	
Dollar Amounts by Funding Source:		
CITY of AUSTIN amount \$28,371	ALL OTHER Sources amount \$ 0.00	TOTAL \$ 28,371

SUBCONTRACTOR #2		
Name of Subcontractor	The Austin Project	
Term of Subcontract (mm/dd/yyyy)	Start date: 10/01/2015	End date: 09/30/2016
Services to be Subcontracted	Social worker (.5 FTE) & Prgm. Director (.10 FTE) provide case management and educational workshops/events at Martin Middle School.	
Number of Clients to be Served (if applicable)	Case management: 90 families (30 per year) at Martin MS FRC. Parent workshops/events: 150 (50 per year) at Martin MS.	
Dollar Amounts by Funding Source:		
CITY of AUSTIN amount \$37,336	ALL OTHER Sources amount \$ 0.00	TOTAL \$ 37,336

SUBCONTRACTOR #3		
Name of Subcontractor	Not applicable	
Term of Subcontract (mm/dd/yyyy)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
Dollar Amounts by Funding Source:		
CITY of AUSTIN amount \$	ALL OTHER Sources amount \$	TOTAL \$

*(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)*

## Section 0650 Program Budget and Narrative

### *Program Budget Narrative*

Add details to describe the proposed City expenses from your Program Budget form.  
Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	Expect Respect staff salaries plus fringe benefits proportionate to percent of City funded salaries. Fringe includes employer paid FICA, Health Insurance, Dental Insurance, Unemployment Insurance, Workers Compensation, Life, Short Term Disability, Vision Insurance and Retirement.
<b>OPERATING EXPENSES</b>	
2. General Operating Expenses	Local mileage and three laptop computers with docking stations, external monitors, wireless keyboard/mouse, and carrying cases.
3. Consultants/ Contractuals	Two subcontractors' staff wages and fringe benefits costs associated with work on this program. See Subcontractor forms.
4. Staff Travel - <u>OUT of Travis County</u>	Not applicable
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	Not applicable
<b>DIRECT ASSISTANCE</b>	
6. Food/Beverage for Clients	Not applicable
7. Financial Assistance for Clients	Not applicable
8. Other Direct Assistance (must specify)	Not applicable
<b>CAPITAL OUTLAY</b>	
9. <u>Capital Outlay</u> (must specify)	Not applicable

## Section 0655

### Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$235,600
Austin ISD	Expect Respect Support Groups	09/01/2013	08/31/2014	\$87,822
State/Federal	TX Health and Human Services Family Violence	09/01/2013	08/31/2014	\$4,698
Federal	TX Office of the Attorney General Sexual Assault Prevention and Crisis Services	10/01/2013	10/31/2014	\$50,287
United Way	Community Investment	07/01/2013	06/30/2014	\$22,500
Other	Foundations/Public Support	01/01/2014	12/31/2014	\$449,052
<b>FUNDING AMOUNT TOTAL:</b>				<b>\$849,959</b>

**Section 0835: Non-Resident Bidder Provisions**

Company Name Travis County Domestic Violence and Sexual Assault Survival Center  
d/b/a SafePlace

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Erin D'Vincent, Senior Buyer

**DATE:** January 15, 2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

work.

Insufficient scope of

Veronica Lara, Director

Date:

1-21-14

cc: Lorena Resendiz